City of Chicago

O2019-1398

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/13/2019
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Redevelopment agreement with, and developer designation of, NP Avenue O LLC as master developer for construction of various industrial and distribution sites, new streets, located west and south of S 116th St at Avenue O, partially funded with Tax Incremental Financing from 116th/Avenue O and Lake Calumet Redevelopment Project Area Funds
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2019

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the execution of redevelopment agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS
DESIGNATING
NP AVENUE O, LLC AS DEVELOPER
AND
AUTHORIZING A REDEVELOPMENT AGREEMENT

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on October 31, 2018 and published at pages 86482-86529 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the 116th/Avenue O Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on October 31, 2018 and published at pages 86530-86536 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on October 31, 2018 and published at pages 86537-86542 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, to induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on December 13, 2000, which have been amended: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area" (as amended, the "Lake Calumet Redevelopment Area"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area as a Tax Increment Financing District;" and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area;" and

WHEREAS, the Area is either contiguous to, or is separated only by a public right of way from, the Lake Calumet Redevelopment Area; and

WHEREAS, NP Avenue O, LLC, a Missouri limited liability company (the "Developer"), has acquired a site (the "Site") located within the Area and proposes to develop the Site as a master developer, along with one or more subsidiary entities of which the Developer is or will be the sole manager, to construct and then lease to others for the purpose of their business operations not less than 358,000 square feet, up to approximately 2.2 million square feet, of industrial and distribution center space (the "Facility") on the Site, with a jobs goal of up to 660 full time equivalent jobs to be created within 10 years of completion of the Facility; in addition, Developer shall commence and complete construction of new streets to serve the Facility and will dedicate the new streets as public rights of way known as "South Burley Avenue" and "East 122nd Street;" and

WHEREAS, the Developer has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed

redevelopment agreement to be executed by the Developer and the City, including but not limited to construction of the Facility and creation of the jobs, and construction of the new streets, to be financed in part by incremental taxes, if any, deposited in the 116th/Avenue O Redevelopment Project Area Special Tax Allocation Fund (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act, and in part by Lake Calumet Redevelopment Area incremental taxes transferred into the 116th/Avenue O Redevelopment Project Area Special Tax Allocation Fund by the City pursuant to the City's transfer rights under Section 5/11-74.4-4(q) of the Act; and

WHEREAS, pursuant to Resolution 18-CDC-24, adopted by the Community Development Commission of the City (the "Commission") on October 9, 2018, the Commission recommended that the Developer be designated as the developer for the Project and that the City's Department of Planning Development ("DPD"), be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit A: Redevelopment Agreement

[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by and
after recording return to:
Adam R. Walker, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

NORTH POINT REDEVELOPMENT AGREEMENT

This North Point Redevelopment Agreement (this "Agreement") is made as of _____, 2019 (the "Effective Date") by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and NP Avenue O, LLC, a Missouri limited liability company (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on October 31, 2018:

(1) approving a redevelopment plan for the 116th/Avenue O Redevelopment Project Area (the "116th/Avenue O Plan Approval Ordinance"); (2) designating the 116th/Avenue O Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act; and (3) adopting tax increment allocation financing for the 116th/Avenue O Redevelopment Project Area (the "116th/Avenue O TIF Adoption Ordinance") (items (1)-(3)) collectively referred to herein as the "116th/Avenue O TIF Ordinances". The redevelopment project area referred to above (the "116th/Avenue O Redevelopment Area") is legally described in Exhibit A-1 hereto.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on December 13, 2000: (4) approving a redevelopment plan for the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area (the "Lake Calumet Industrial Plan Approval Ordinance"), as amended by ordinances adopted by the City Council on November 13, 2002, November 19, 2008 and October 31, 2018; (5) designating the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act; and (6) adopting tax increment allocation financing for the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area (the "Lake Calumet Industrial TIF Adoption Ordinance") (items (4)-(6)), as amended, collectively referred to herein as the "Lake Calumet Industrial TIF Ordinances"). The redevelopment project area referred to above, as amended (the "Lake Calumet Industrial Redevelopment Area"), is legally described in Exhibit A-2 hereto.

D. The Project: Developer has purchased (the "Acquisition") certain property located within the 116th/Avenue O Redevelopment Area west and south of the intersection of 116th Street and Avenue O, Chicago, and legally described on Exhibit B hereto (the "Property"). Developer intends to developer the Property as a master developer.

On the Property, and within the time frames set forth in Section 3.01 hereof, Developer, on its own or in conjunction with one or more Approved Purchasers that have entered into Partial Assumption Agreements (as those terms are defined herein), shall commence and complete construction of, and will commence business operations or lease to others for the purpose of their business operations, 358,000 square feet to approximately 2.2 million square feet of industrial and distribution center space (the "Facility"). The Facility will consist of not fewer than one fully enclosed building, and will be constructed in phases. Within the Facility, Developer and Approved Purchasers will, and will require their tenants at the Facility to, meet various jobs goals (the "Jobs Goals"). The Facility and related improvements (including but not limited to those TIF-Eligible Improvements as defined below and set forth on Exhibit C), and the meeting of the Jobs Goals, are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

Phase One (as defined herein) of the Facility is further legally described on Exhibit B-1 hereto, and its respective TIF-Eligible Improvements are set forth on Exhibit C-1 hereto.

Each Subsequent Phase (as defined herein) of the Facility will be further legally described on an additional sub-exhibit to Exhibit B attached hereto from time to time, and its

respective TIF-Eligible Improvements will be further set forth on an additional sub-exhibit to Exhibit C attached hereto from time to time.

Within the Property, and within the time frames set forth in Section 3.01 hereof, Developer shall also commence and complete construction of new streets to serve the Facility (including each component thereof) and Project, and will complete the dedication of those new streets as public rights of way known as "South Burley Avenue" and "East 122nd Street" (the "Streets Project"), as depicted on Exhibit D attached hereto. The completion of the Streets Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project and the Streets Project will be carried out in accordance with this Agreement and the City of Chicago 116th/Avenue O Tax Increment Financing Redevelopment Plan and Project (the "116th/Avenue O Redevelopment Plan") included in the 116th/Avenue O Plan Approval Ordinance.

F. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Lake Calumet Industrial Incremental Taxes (as defined below) from the Lake Calumet Industrial TIF Fund to pay for eligible redevelopment project costs incurred in the 116th/Avenue O Redevelopment Area because the Lake Calumet Industrial Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 116th/Avenue O Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay its City Funds obligation (as such term is defined herein) to Developer for the City Funds Direct Payment (as defined below) under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Lake Calumet Industrial Incremental Taxes from the Lake Calumet Industrial Redevelopment Area into the 116th/Avenue O TIF Fund (as defined herein).

G. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, 116th/Avenue O Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Eligible Improvements for the Project pursuant to the terms and conditions of this Agreement.

The City agrees to use, in the amounts set forth in Section 4.03 hereof, Lake Calumet Industrial Incremental Taxes (as defined below), as transferred into the 116th/Avenue O TIF Fund, to pay for or reimburse Developer for the costs of TIF-Eligible Improvements for the Streets Project pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Table of Contents	**List of Exhibits**
1. Recitals, Headings and Exhibits 2. Definitions 3. The Project 4. Financing 5. Conditions Precedent 5a. Conditions Precedent To Each Phase Commencement Letter 6. Agreements with Contractors 7. Completion of Construction 8. Covenants/Representations/Warranties of Developer 9. Covenants/Representations/Warranties of the City 10. Developer's Employment Obligations 11. Environmental Matters 12. Insurance 13. Indemnification 14. Maintaining Records/Right to Inspect 15. Defaults and Remedies 16. Mortgaging of the Project 17. Notice 18. Miscellaneous	A-1 *116th/Avenue O Redevelopment Area A-2 *Lake Calumet Industrial Redevelopment Area B *Property B-1 *Phase One Property C *TIF-Eligible Improvements C-1 *Phase One TIF-Eligible Improvements D *Streets Project E Construction Contract F [intentionally omitted] G *Permitted Liens H-1 *Project Budget H-2 *MBE/WBE Budget I Approved Prior Expenditures J Opinion of Developer's Counsel K [intentionally omitted] L Requisition Form M [intentionally omitted] N Form of Subordination Agreement O Form of Payment Bond P Notice of Proposed Approved Purchaser Q Partial Assumption Agreement (An asterisk (*) indicates which exhibits are to be recorded.)

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"116th/Avenue O Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the 116th/Avenue O TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by

the Treasurer into the 116th/Avenue O TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"116th/Avenue O TIF Fund" shall mean the special tax allocation fund created by the City in connection with the 116th/Avenue O Redevelopment Area into which the 116th/Avenue O Incremental Taxes will be deposited.

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Annual Compliance Report" shall mean a signed report from Developer and Approved Purchasers to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer and each Approved Purchaser is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Capital Events covenant (Section 8.01(j)); (2) reporting all Jobs Goal figures and all Jobs Achieved figures, pursuant to the Jobs Covenant (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); and (6) compliance with all other executory provisions of this Agreement.

"Approved Purchaser" shall mean any Affiliate of Developer which, as of the date of a Transaction, and with respect to Phase One or any Subsequent Phase, takes a partial assignment of the Developer's rights and obligations under this Agreement for Phase One or that Subsequent Phase and partially assumes the Developer's duties, liabilities and obligations under this Agreement for Phase One or that Subsequent Phase; provided that, at least 45 business days before the proposed closing of the Transaction, Developer delivers to the City a Notice of Proposed Approved Purchaser in the form of Exhibit P hereto, and the Developer and the proposed Approved Purchaser deliver to the City. for the City's consent thereto. an executed Partial Assumption Agreement in the form of Exhibit Q hereto, together with such other documents, EDSs, agreements, instruments, certificates and affidavits as the City may require in its sole and absolute discretion.

"Available Incremental Taxes from the Project PINs" shall mean an amount equal to 75% of the Incremental Taxes deposited in the 116th/Avenue O TIF Fund attributable to the taxes levied on the Property from the Project (subject to retroactive withdrawal of portions of the Property if a Capital Event occurs), as adjusted to reflect the amount of the City Fee described in Section 4.05(c) hereof.

"Available Incremental Taxes from Transfer Rights" shall mean an amount equal to 100% of those Lake Calumet Industrial Incremental Taxes deposited in the 116th/Avenue O TIF Fund that are attributable to the City's exercise of its Transfer Rights.

"Capital Event" shall have the meaning set forth in Section 8.01(j) hereof.

"Capital Event Lockout Period" shall have the meaning set forth in Section 8.01(j) hereof.

"CDOT" shall mean the City's Department of Transportation.

"Certificate" shall mean any Phase Completion Certificate, as the context requires.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Fee" shall mean the fee described in Section 4.05(c) hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Department of Law.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called ASuperfund" or ASuperlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"First Industrial Building" shall have the meaning set forth in Section 3.01(a) hereof.

"Full-Time Equivalent Employee" or "FTE" shall mean a permanent full-time position that requires work hours totaling at least 35 hours per week, and that is based at the Property, and shall not include persons employed as independent contractors, third party service providers, temporary employees, consultants or persons employed by the Developer in positions ancillary to the Developer's operations at the Property, including, without limitation, third party food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" shall mean the general contractor(s) hired by Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Jobs Achieved" means the actual FTEs employed within workspaces of the Project during a given year of the Term.

"Jobs Goal" means 3.0 Full-Time Equivalent Employees per 10,000 gross square feet of structures built, rounded up to the next integer. For example, if a Phase consists of the construction of 358,000 gross square feet of space, the Jobs Goal for that Phase would be 108.0 FTE after having been rounded up from 107.4 FTE.

"Lake Calumet Industrial Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Lake Calumet Industrial TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Lake Calumet Industrial TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lake Calumet Industrial TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Lake Calumet Industrial Redevelopment Area into which the Lake Calumet Industrial Incremental Taxes will be deposited.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03, for Phase One of the Project, and shall also mean that budget for each Subsequent Phase, if any, furnished by the Developer to, and approved by, DPD in accordance with Section 5A.01 hereof. .

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Optional Construction" shall mean the construction of any one or more fully-enclosed industrial buildings on the Property during the Term of this Agreement, not including the construction of Phase One or the construction of any portion of the Streets Project.

"Outside Start Date" shall mean the date that is 12 years after the Closing Date.

"Outside Completion Date" shall mean the date that is 14 years after the Closing Date.

"Partial Assumption Agreement" shall mean the Partial Assumption Agreement in the form attached as Exhibit Q hereto, with such changes as required by or acceptable to Corporation Counsel.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Phase Commencement Letter" shall mean that letter from DPD to the Developer indicating that the Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the proposed Phase and that the City has recorded a covenant against the Property as set forth in Sections 5A.02 and 8.02 hereof.

"Phase Completion Certificate" shall mean the certificate of completion that the City may issue with respect to a phase of the Project pursuant to Section 7.01 hereof.

"Phase One" shall mean that portion of the Project consisting of the First Industrial Building.

"Phase One Completion Date" shall mean the date on which the City issues a Phase Completion Certificate with respect to Phase One.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, or each Phase of the Project as the context requires, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of Phase One of the Project by line item, furnished by the Developer to DPD in accordance with Section 3.03 hereof, and shall also mean that budget for each Subsequent Phase, if any.

furnished by the Developer to, and approved by, DPD in accordance with Section 5A.01 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Subordination Agreement" shall mean a subordination agreement by Developer, in the form set forth in Exhibit N hereto, in favor of the City, entered into on the Closing Date, with respect to all previously recorded liens against the Property related to Lender Financing, if any.

"Subsequent Phase" shall mean that portion of the Project, if any, consisting of any one or more components of the Optional Construction that are constructed simultaneously but later than Phase One. A Subsequent Phase does not include any portion of the Streets Project.

"Subsequent Phase Completion Date" shall mean the date on which the City issues a Completion Certificate with respect to any portion of the Project other than Phase One.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period commencing on the Closing Date and ending on the earlier of: (i) the date that is 10 years after the issuance date of the last Certificate, or (ii) the date on which the 116th/Avenue O Redevelopment Area is no longer in effect (through and including December 31, 2042).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF-Eligible Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and

(iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Eligible Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean [_____].

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and the recording of a Subordination Agreement, if any.

"Transaction" shall mean the proposed sale, contribution or transfer by the Developer, and purchase or receipt by a proposed Approved Purchaser, of Phase One or any one or more Subsequent Phases.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project.

(a) Phase One. With respect to the Facility, the Developer shall, after having obtained a Phase Commencement Letter, and pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof:

(i) not later than June 30, 2019, commence construction of a single industrial building encompassing a minimum of 358,000 square feet of space (the "First Industrial Building"); and

(ii) not later than December 31, 2020, complete the construction of the First Industrial Building and make available for conducting business operations therein.

Collectively, (i) and (ii) shall comprise "Phase One" of the Facility and will be deemed to be a part of the Project. The completion and operation of Phase One is the mandatory minimum the Developer must meet to fulfill the Facility requirement of this Agreement.

Phase One does not include any portion of the Streets Project.

(b) Subsequent Phases. The Developer may, but is not required to, construct additional buildings and structures on the Property as Optional Construction.

If the Developer commences one or more components of Optional Construction prior to the Outside Start Date, after having obtained one or more separate Phase Commencement Letters, and pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, then:

(i) the City shall declare those components to be a Subsequent Phase (not including any portion of the Streets Project), and

(ii) the Developer shall complete construction of that Subsequent Phase and make available for business operations to be conducted thereon no later than 18 months after the date of the Phase Commencement Letter for that Subsequent Phase (and no later than the Outside Completion Date).

Each such component of the Optional Construction that is fully completed will automatically become a part of the Facility and the Project (but not the Streets Project) without further action of the Developer or the City.

(c) Declaration of Project Completion. On the Outside Start Date, and also on the Outside Completion Date, the City will take into account all issued Completion Certificates and all issued Phase Commencement Letters and may declare which issued or pending Completion Certificate will be deemed the Final Completion Certificate.

(d) Streets Project. With respect to the Streets Project, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, construct portions of the Streets Project, each portion in a manner and sufficiently timely to allow the timely commencement of business operations for each Phase as required and set forth in Section 3.01(a) or (b) above.

Only that portion of construction by Developer that (i) is intended to be dedicated as public right of way and (ii) is completed prior to December 31, 2024, which is the termination date of the Lake Calumet Industrial Redevelopment Area, qualifies as a part of the Streets Project. Any construction that is intended to be dedicated as public right of way but has not been completed prior to December 31, 2024 shall not be deemed a part of the Streets Project.

3.02 Scope Drawings and Plans and Specifications.

(a) Facility. The Developer will deliver the Scope Drawings and Plans and Specifications for each Phase to DPD for DPD's approval, which approval shall be recorded in the respective Phase Commencement Letter. After such initial approval, subsequent proposed changes to the Scope Drawings and Plans and Specifications for a Phase shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof.

The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, CDOT and

such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Streets Project. Prior to commencing each proposed portion of the Streets Project, the Developer will deliver the Scope Drawings and Plans and Specifications for each proposed portion of the Streets Project to CDOT for CDOT's prior written approval. After such initial approval, subsequent proposed changes to the Scope Drawings and Plans and Specifications for a Phase shall be submitted to CDOT as a Change Order pursuant to Section 3.04 hereof.

The Streets Project Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Streets Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for Phase One of the Project in an aggregate amount not less than $40,722,402. The Developer hereby certifies to the City that (a) it has Equity and/or Lender Financing in an amount sufficient to pay for Phase One and will have sufficient Equity and/or Lender Financing for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. If Developer commits to construct any component of the Optional Construction, then Developer covenants to furnish to DPD for DPD's prior approval a Project Budget for the Phase of the Project represented by that Optional Construction, and covenants to certify to the City at that time that (a) it has Equity and/or Lender Financing in an amount sufficient to pay for that Phase and will have sufficient Equity and/or Lender Financing for all other Project costs; and (b) the Project Budget for that Phase is true, correct and complete in all material respects.

Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of a Phase by five percent (5%) or more; (b) a change in the use of any part of the Facility to a use other than as described in Recital D to this Agreement; or (c) Change Orders resulting in an aggregate increase to the Project Budget for the Phase of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this

Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. Commencing thirty days after the issuance of the first Phase Commencement Letter, the Developer shall provide DPD with:

- written quarterly progress reports detailing the status of the Project, including projected completion dates for each Phase, and

- quarterly reports on the Developer's compliance with the City's MBE/WBE utilization, prevailing wage, and City residency requirements as set forth in this Agreement, including a plan by the Developer to address any shortfall.

The City retains the right to review draw requests which must be accompanied by, among other things, invoices, canceled checks, lien waivers owners sworn statement, general contractors sworn statement and MBE/WBE subcontractor contract amounts and certification letters as a prerequisite to disbursement.

On the Closing Date, the Developer shall provide to DPD three (3) copies of an up-to-date ALTA/ASTM Survey of the Property and a separate Survey of that portion of the Property for Phase One.

Upon the issuance of each Completion Certificate, the Developer shall provide to DPD three (3) copies of an up-to-date ALTA/ASTM Survey of that portion of the Property for which the Completion Certificate applies.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project. If a lender providing Lender Financing has retained such inspecting agent or architect, such inspecting agreement or architect shall be deemed approved by DPD.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of Phase One of the Project is estimated to be $40,722,402, to be applied in the manner set forth in the Project Budget. Such costs shall be funded solely from Equity and/or Lender Financing. If Developer commits to construct or commences construction of any one or more components of the Optional Construction, then Developer shall inform DPD of the amended cost of the Project and shall provide DPD an amended Project Budget therefor, subject to the approval of DPD, and covenants that all such costs shall be funded solely from Equity and/or Lender Financing. The cost of the Project if Phase One and all Subsequent Phases are constructed is estimated to be $164,459,066.

The cost of the Streets Project shall be funded solely from Equity and/or Lender Financing.

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project and Streets Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Eligible Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds (as defined below) may only be used to pay directly or reimburse the Developer for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs. Exhibit C-1 sets forth, by line item, the TIF-Eligible Improvements for Phase One of the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. If Developer commits to construct or commences construction of any one or more components of the Optional Construction, then Developer shall promptly provide DPD a proposed revision to Exhibit C; said proposed revision shall be deemed to be an amendment to Exhibit C upon DPD's approval thereof. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Eligible Improvements:

Source of City Funds	Maximum Amount
Available Incremental Taxes from the Project PINs	For the Project: The lesser of: (i) $42,400,000, (ii) 29.9% of the actual total costs for the Project, not to exceed 29.9% of the actual total costs of each Phase, and (iii) 100% of TIF-Eligible Improvements for the Project, not to exceed 100% of the TIF-Eligible Improvements for each Phase For the Streets Project: n/a
Available Incremental Taxes from Transfer Rights	For the Streets Project: Not to exceed $9,600,000 in City Funds Direct Payments For the Project: n/a

provided, however, that:

(v) all City Funds paid, if any, for all or any portion of the Project or the Streets Project shall be paid only to Developer, regardless whether any one or more Approved Purchasers exist from time to time, and each Approved Purchaser hereby expressly acknowledges this proviso (v), and

(w) the amount of the Available Incremental Taxes from the Project PINs and the amount of Available Incremental Taxes from Transfer Rights deposited into the 116th/Avenue O TIF Fund shall be sufficient to pay for such costs, and

(x) **notwithstanding any part of Section 4.03(b) to the contrary**, the amount of City Funds otherwise payable in **any given year** for a Phase of the Project shall not exceed the amount of City Funds derived by DPD arising from the Jobs Creation and Retention analysis undertaken by DPD for that year as set forth in Section 8.06 herein; and

(y) **notwithstanding any part of Section 4.03(b) to the contrary**, the amount of City Funds payable for a Phase of the Project shall be $0 (zero dollars) (and all City Funds previously paid for such Phase, if any, shall be reimbursed to the City) if a Capital Event occurs during the respective Capital Event Lockout Period, as those terms are defined in Section 8.01(j) herein, **and the PINs associated with that Phase and the total project costs associated with that Phase shall be deemed retroactively withdrawn from the Property and the Project Budget**; and

(z) **notwithstanding any part of Section 4.03(b) to the contrary**, the amount of City Funds payable for a Phase of the Project shall be $0 (zero dollars) (and all City Funds previously paid for such Phase, if any, shall be reimbursed to the City) if a default under the Operations Covenant set forth in Section 8.26 occurs in connection with that Phase **and the PINs associated with that Phase and the total project costs associated with that Phase shall be deemed retroactively withdrawn from the Property and the Project Budget.**

4.04 Requisition Form; Payments.

After the Closing Date and throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full pursuant to the terms and conditions of this Agreement, Developer shall provide DPD with Requisition Forms, along with the documentation described therein, in order to request payments of City Funds for the Project and the Streets Project.

Each Requisition Form tendered is restricted to either Project costs or Streets Project costs, but not both on one form.

Requisition Forms for Project costs may be tendered not earlier than June 1st of any given year or as otherwise permitted by DPD, and not more often than once per year.

Requisition Forms for Streets Project costs may be tendered not more often than once per year or as otherwise permitted by DPD.

Developer shall meet with DPD at the request of DPD to discuss any Requisition Form(s) previously delivered.

Payments of City Funds for Project costs shall be made pursuant to the box set forth in Section 4.03(b) above, **and only to Developer as set forth in proviso (v) thereof.**

Payments of City Funds for Streets Project costs shall be made pursuant to the box set forth in Section 4.03(b) above, **and only to Developer as set forth in proviso (v) thereof,** and also subject to these additional conditions:

- Such payments will be available to reimburse Developer for costs incurred for Streets Construction between January 1, 2019 and December 31, 2024. The first allocation of payments of City Funds for the Streets Project will be available in 2020.

- Developer will perform Streets Construction in the sequence and segments as reasonably determined by Developer, and reasonably approved by CDOT, such approval not to be unreasonably withheld or delayed.

- Payments to Developer for this work may not exceed $3.3 million in any calendar year unless additional funds are available from the previous year. For example, the City would not pay more than $3.3 million in funding in 2020, even if the Developer had incurred $4.0 million in expense for the Streets Project. The remaining $700,000 would be held for disbursement in 2021. Conversely, if the Developer was due only $3.0 million in 2020, then $3.6 million would be available in 2021.

- CDOT will provide approval for the work prior to each payment, and payment will be made as soon as possible thereafter, subject to the limitations herein.

- No payments shall be made for expenses incurred or requisitioned after the expiration of the Lake Calumet TIF district on 12/31/2024. Any funds that remain undisbursed after payment to Developer for expenses incurred or requisitioned prior to 12/31/2024 will be forfeited.

- Developer is not under any obligation to perform the Streets Project, nor is the City obligated to make any payments of City Funds for the Streets Project, until those sections of the Streets Project are accepted as public right-of-way by CDOT.

- Payments to Developer for the Streets Project will be pro-rated based on the percentage that has been completed of all Streets Project work for any given year as determined by CDOT.

4.05 Treatment of Prior Expenditures; City Fee; Allocation Among Line Items

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously

contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Eligible Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

(b) City Fee. Annually, the City will allocate an amount of five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. The City shall have the right to receive such funds prior to any payment of City Funds hereunder.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Eligible Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Eligible Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Eligible Improvements in excess of City Funds and of completing the Project.

4.07 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 4.03 hereof.

SECTION 5. CONDITIONS PRECEDENT

5.00 Financing Contingency. The following condition shall have been complied with to the City's satisfaction not later than 30 days prior to the Closing Date:

> The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 hereof to complete Phase One of the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Sections 3.03 and 4.01) to complete the Project. If any portion of the construction of the Project is funded with Lender Financing, the Developer has delivered to DPD a copy of the construction escrow agreement that will be entered into by the Developer regarding the Lender Financing.

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget for Phase One in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings for Phase One in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation (except for those referenced in Section 5A hereof), if any, and has submitted evidence thereof to DPD.

5.04 Subordination of Certain Liens. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Special Warranty Deed for the Property as recorded with the Office of the Recorder of Deeds of Cook County, showing the Developer as owner of the Property, and a copy of an Owner's Title Policy for the Property, certified by the Title Company, showing the Developer, or its nominee, as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer and its Affiliates have provided Financial Statements to DPD for their most recent three completed fiscal years, and audited or unaudited interim financial statements (such as 10-Qs).

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters on the Project, the MBE/WBE utilization plan for the Project, and a progress report containing all current information, if any, requested under Section 8.07 herein.

5.13 Environmental. The Developer has provided DPD with copies, acceptable to the City, of (a) all Phase I and Phase II environmental audits completed with respect to the Property, (b) the site investigation report, remediation objectives report, and remedial action plan prepared with respect to the Property in connection with the enrollment of the Property in the State of Illinois Site Remediation program, and (c) a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; Developer's operating agreement; and such other organizational documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts.

all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this **Section 5.14** to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Leases. The Developer shall have made available for the City's review copies of all executed ground and operating leases and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments in a manner reasonably acceptable to the City.

SECTION 5A. CONDITIONS PRECEDENT TO EACH PHASE COMMENCEMENT LETTER

5A.01 Developer Obligations. The Developer and each applicable Approved Purchaser covenant not to commence construction of a pending Phase (including Phase One) until the City has issued a Phase Commencement Letter to the Developer and the applicable Approved Purchaser for that Phase pursuant to this Section 5A. The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of each Phase Commencement Letter:

(a) Phase Budget. The Developer and the applicable Approved Purchaser for that Phase have submitted to DPD, and DPD has approved, a Project Budget for the Phase in accordance with the provisions of Section 3.03 hereof;

(b) Scope Drawings. The Developer and the applicable Approved Purchaser for that Phase have submitted to DPD, and DPD has approved, the Scope Drawings for the Phase in accordance with the provisions of Section 3.02 hereof;

(c) Other Governmental Approvals. The Developer and the applicable Approved Purchaser for that Phase have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Phase and has submitted evidence thereof to DPD;

(d) Financing. The Developer and the applicable Approved Purchaser for that Phase

have furnished proof satisfactory to the City that the Developer and the applicable Approved Purchaser for that Phase have Equity and/or Lender Financing in the amounts set forth in subsection (a) hereof to complete the Phase and satisfy its obligations under this Agreement;

(e) Insurance. The Developer and the applicable Approved Purchaser for that Phase have, at their own expense, insured the Property in accordance with Section 12 hereof, and have delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD;

(f) Evidence of Prior Expenditures. The Developer and the applicable Approved Purchaser for that Phase have provided evidence satisfactory to DPD of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof;

(g) Documentation. The Developer and the applicable Approved Purchaser for that Phase have provided documentation satisfactory to DPD with respect to current employment matters on the prior and pending Phases of the Project, the MBE/WBE utilization plan for the pending Phase of the Project, and a progress report containing all current information, if any, requested under Section 8.07 herein;

(h) Litigation. Except as already provided to the City in connection with a prior Phase, the Developer and the applicable Approved Purchaser for that Phase have provided to the Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving the Developer and the applicable Approved Purchaser for that Phase that will or may affect the ability of the Developer and the applicable Approved Purchaser for that Phase to complete the pending Phase of the Project in accordance with this Agreement, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance;

(i) Leases. Except as already provided to the City in connection with a prior Phase, the Developer and the applicable Approved Purchaser for that Phase have made available for the City's review copies of all executed ground and operating leases and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments in a manner satisfactory to the City;

(j) Construction Contract. The Developer and the applicable Approved Purchaser for that Phase have submitted a copy of the Construction Contract for the pending Phase of the Project pursuant to the requirements of Section 6.01 herein; and

(k) Non-Commencement of Construction. There is no evidence that construction on the Phase has yet commenced.

5A.02 City Actions; Developer's and the applicable Approved Purchaser's Recordation of Covenant. Upon the City's satisfaction with the Developer's and the applicable Approved Purchaser's documents as set forth in Section 5A.01 above for each pending Phase of the Project, City will issue within 20 calendar days thereafter a Phase Commencement Letter to Developer

and the applicable Approved Purchaser for that Phase in the form set forth in Exhibit R hereto stating that the Developer and the applicable Approved Purchaser for that Phase are not in default under the Agreement with respect to that Phase. Within five business days thereafter, the Developer and the applicable Approved Purchaser for that Phase shall cause to be recorded with the Office of the Recorder of Deeds of Cook County a covenant against the Property, in the form set forth in Exhibit S hereto, covering the matters set forth in Section 8.02 hereof.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction any given Phase of the Project, Developer and the applicable Approved Purchaser for that Phase shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Eligible Improvements, Developer and the applicable Approved Purchaser for that Phase shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Phase in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Eligible Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer and the applicable Approved Purchaser for that Phase shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 5% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, Developer and the applicable Approved Purchaser for that Phase shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle a given Phase of the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer and the applicable Approved Purchaser for that Phase, the General Contractor and any other parties thereto, Developer shall deliver to DPD and

Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer and the applicable Approved Purchaser for that Phase shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit O hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer and the applicable Approved Purchaser for that Phase shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract **and each contract with any subcontractor** shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Issuance of Completion Certificates; Release of Recorded Covenant. DPD shall issue to the Developer and the applicable Approved Purchaser for that Phase, in the form attached hereto as Exhibit T, Certificates, one corresponding to the completion of each Phase of the Project, each in recordable form. At each such issuance, DPD shall release the recorded covenant pertaining to that Phase. Issuance of each Certificate shall be in response to Developer's written request.

No Certificate shall be issued unless DPD is satisfied that the Developer and the applicable Approved Purchaser for that Phase have fulfilled each of the following:

Completion of the Phase in accordance with Recital D hereof and the Plans and Specifications pertaining to that Phase, and within the time period set forth in Section 3.01 hereof pertaining to that Phase (subject to force majeure as set forth in Section 18.17 hereof)

Received a certificate of occupancy from the City Building Department or such other evidence of compliance with building permit requirements as is acceptable to DPD

Met or exceeded all MBE/WBE requirements set forth in this Agreement

Submitted proof of the amount of TIF-Eligible Improvements made or incurred for the Phase

Submitted proof of the amount of Equity and/or Lender Financing expended for the Phase

Submitted evidence that not less than 50% of the space built during the Phase is available for business operations

Submitted evidence that there has been no Capital Event

Met or exceeded all prevailing wage requirements of this Agreement

Met or exceeded all City residency hiring requirements set forth in this Agreement for entire Project or paid the liquidated damages provided for in Section 10.02 hereof

Fulfillment of all progress reports requirements set forth in Section 8.07 hereof for the Phase

The representations and warranties of this Agreement are true and correct and the Developer is in compliance with all covenants contained herein

The Developer and the applicable Approved Purchaser for that Phase have received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property and which the Developer and the applicable Approved Purchaser for that Phase have not commenced to cure except for the Permitted Liens

There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default

DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either the requested Certificate (and releasing the recorded covenant) or a written statement detailing the ways in which the Project as a whole, or that Phase of the Project, does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer and the applicable Approved Purchaser for that Phase in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon its completion of such measures.

Any Certificate may be declared the Final Completion Certificate by the City pursuant to the conditions set forth in Section 3.01 hereof.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The issuance of a Completion Certificate or the Final Completion Certificate pursuant to Sections 3.01 and 7.01 relates only to the construction of the Project or the respective Phase of the Project and, upon such issuance, the City will certify that the terms of the Agreement specifically related to the Developer's and the applicable Approved Purchaser for that Phase's joint obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory

terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 and 8.06 of the Agreement as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property other than an Approved Purchaser (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer and the applicable Approved Purchaser for that Phase or a permitted assignee of Developer (other than an Approved Purchaser) who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's and the applicable Approved Purchaser's rights under this Agreement and assume Developer's and the applicable Approved Purchaser's liabilities hereunder.

7.03 Failure to Complete. If the Developer and the applicable Approved Purchaser fail to complete Phase One of the Project or fail to complete any one or more Subsequent Phases, if commenced by Developer and the applicable Approved Purchaser for that Phase, in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Eligible Improvements that are public improvements and to pay for the costs of TIF-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Eligible Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer and all applicable Approved Purchasers shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Eligible Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer and all applicable Approved Purchasers.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer and all applicable Approved Purchasers, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER AND EACH APPLICABLE APPROVED PURCHASER

8.01 General. Developer and each applicable Approved Purchaser represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Developer is a Missouri limited liability company, and each applicable Approved Purchaser is a [entity form] duly organized, validly existing, qualified to do business in its state of organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Each has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer and each applicable Approved Purchaser shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property and respective Phase (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer and each applicable Approved Purchaser is contesting in good faith pursuant to Section 8.15 hereof);

(e) Each is now and for the Term of the Agreement shall remain solvent and able to pay their debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer and each applicable Approved Purchaser which would impair its ability to perform under this Agreement;

(g) Each has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct their business and to construct, complete and operate the Project;

(h) Each is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer and each applicable Approved Purchaser is a party or by which Developer and each applicable Approved Purchaser is bound:

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer and each applicable Approved Purchaser, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer and each applicable Approved Purchaser since the date of their most recent Financial Statements;

(j) Capital event prohibition: with respect to each Phase of the Project, Developer and each applicable Approved Purchaser shall not undertake or suffer to occur a Capital Event during that Phase's Capital Event Lockout Period.

"Capital Event" shall mean, for each Phase, the Developer and each applicable Approved Purchaser: (1) becoming a party to any merger, liquidation or consolidation (other than the Transaction or Transactions that occurred in connection with the Approved Purchaser or Approved Purchasers); (2) selling, transferring, conveying, leasing or otherwise disposing of all or substantially all of its assets or of any Phase (including but not limited to any fixtures or equipment now or hereafter attached thereto) (other than the Transaction or Transactions that occurred in connection with the Approved Purchaser or Approved Purchasers), except tenant leases; (3) having or acquiring any direct or indirect beneficial, management or controlling interest in any tenant of the Project; (4) any tenant of the Project having or acquiring any direct or indirect beneficial, management or controlling interest in the Developer or any Approved Purchaser; (5) entering into any transaction outside the ordinary course of Developer's and each applicable Approved Purchaser's business; (6) assuming, guaranteeing, endorsing, or otherwise becoming liable in connection with the obligations of any other person or entity; or (7) entering into any transaction that would cause a material and detrimental change to Developer's and each applicable Approved Purchaser's financial condition.

"Capital Event Lockout Period" shall mean, for each Phase, the period running from the date of the Phase Commencement Letter to the date that is 10 years after the date of the Phase Completion Certificate;

(k) Each has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) Each has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer, each applicable Approved Purchaser, nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Each understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Special Fund of the 116th/Avenue O TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer and each applicable Approved Purchaser will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Each has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Each understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by each such party are likely to be less than the maximum amounts set forth in Section 4.03(b); and

(q) Developer and each applicable Approved Purchaser understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.21 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's and each applicable Approved Purchaser's receipt of all required building permits and governmental approvals, Developer and each applicable Approved Purchaser shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments

thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer and each applicable Approved Purchaser. The covenant set forth in this Section 8.02 shall run with the land during each Phase as set forth in more detail in Sections 5A.02 and 7.01 hereof and be binding upon any transferee, but in any event shall be deemed satisfied upon issuance by the City of a Certificate for a particular Phase, including a Final Completion Certificate.

8.03 Redevelopment Plan. Developer and each applicable Approved Purchaser represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Eligible Improvements as provided in this Agreement.

8.05 Bonds. Developer and each applicable Approved Purchaser shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Eligible Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer and each applicable Approved Purchaser shall, at their expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Jobs Creation and Retention.

For each Phase of the Project (not including the Streets Project) for which a Certificate has been issued by DPD, the following applies:

(i) On every Annual Compliance Report, Developer and each applicable Approved Purchaser must report the applicable Jobs Goal for each Phase and the most recent applicable Jobs Achieved for each Phase.

(ii) Developer and each applicable Approved Purchaser must report the ratio of the Jobs Achieved to the Jobs Goal for each Phase, as a percentage. *(E.g., if the Jobs Achieved is 30 and the Jobs Goal is 40, then the percentage is 75%; if the Jobs Achieved is 50 and the Jobs Goal is 40, then the percentage is 125%.)*

Once DPD is satisfied that the Jobs Achieved and Jobs Goals on a given Annual Compliance Report are properly and accurately reported, then DPD will undertake the following analysis:

(x) For each Phase wherein the Jobs Achieved meets or exceeds the respective Jobs

Goal (e.g. is 100% or greater), then there will be no Jobs Goal default for that reporting year for that Phase and therefore no reduction in City Funds otherwise payable to Developer for that Phase arising from a Jobs Goal default, subject to other reductions in City Funds that may be applicable.

(y) For each Phase wherein the Jobs Achieved does not meet or exceed the respective Jobs Goal (e.g., is less than 100%), but the sum of all Jobs Achieved for all Phases reported on that Annual Compliance Report meets or exceeds the sum of all Jobs Goals for all Phases reported on that Annual Compliance Report, then then there will be no Jobs Goal default for that reporting year and therefore no reduction in City Funds otherwise payable to Developer for all Phases listed on that Annual Compliance Report arising from a Jobs Goal default, subject to other reductions in City Funds that may be applicable.

(z) For each Phase wherein the Jobs Achieved does not meet or exceed the respective Jobs Goal (e.g., is less than 100%), AND the sum of all Jobs Achieved for all Phases reported on that Annual Compliance Report does NOT meet or exceed the sum of all Jobs Goals for all Phases reported on that Annual Compliance Report, then the amount of City Funds otherwise payable to Developer for each such Phase shall be permanently reduced for that payment year and shall not exceed the percentage ratio of the Jobs Achieved for that Phase divided by the Jobs Goal for that Phase, subject to other reductions in City Funds that may be applicable. *A Jobs Goal default reduction in City Funds cannot be "made up" or re-earned in any manner, whether by any later Jobs Achieved number that exceeds the Jobs Goal for that Phase or for the Project as a whole, or otherwise.*

The covenants set forth in this Section 8.06 shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. **This Section 8.09 applies to the Project as a whole, to each Phase of the Project, and to any portion of the Streets Project that is paid for with City Funds or any other public monies, to the extent required under Illinois law.**

Developer and each applicable Approved Purchaser covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer and each applicable Approved Purchaser shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. In furtherance of the requirement stated in proviso (v) of Section 4.03(b) hereof, without DPD giving its prior written consent with respect thereto, no Affiliate of Developer and no Approved Purchaser may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Eligible Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate or an Approved Purchaser by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer and each applicable Approved Purchaser represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer or each applicable Approved Purchaser with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's and each applicable Approved Purchaser business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, any Approved Purchaser, the Property or any other aspect of the Project.

8.13 Financial Statements. Developer and each applicable Approved Purchaser shall obtain and provide to DPD Financial Statements for their fiscal years ended 2017 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer and each applicable Approved Purchaser, at their own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer and each applicable Approved Purchaser agrees to pay or

cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments or is contested, Developer and each applicable Approved Purchaser may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment and shall have the right to validly contest any such Non-Governmental Charge assessed or imposed upon the Project in accordance with Section 8.15(b) below. Developer and each applicable Approved Purchaser shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer and each applicable Approved Purchaser has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. Developer and each applicable Approved Purchaser shall not enter into any transaction that would materially and adversely affect their ability to perform their obligations hereunder or to repay any material liabilities or perform any material obligations of Developer and each applicable Approved Purchaser to any other person or entity. Developer and each applicable Approved Purchaser shall immediately notify DPD of any and all events or actions which may materially affect their ability to carry on their business operations or perform their obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer and each applicable Approved Purchaser shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer and each applicable Approved Purchaser shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. If this Agreement is not recorded before Lender Financing is, then a Subordination Agreement subordinating the Lender Financing must be recorded at the same time as the recording of the Agreement. Developer and each applicable Approved Purchaser shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement and the Subordination Agreement showing the date and recording number of record.

8.19 Real Estate Provisions. The provisions of this Section 8.19 apply to Developer and each applicable Approved Purchaser.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the

Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

8.20 Annual Compliance Report(s). (a) Beginning with the issuance of any Certificate and continuing throughout the Term of the Agreement, Developer and Approved Purchasers shall submit to DPD the Annual Compliance Report within (i) 30 days after the end of the calendar year to which the Annual Compliance Report relates, and, as needed, (ii) 60 days prior to any payment being made by the City to Developer under this Agreement.

If the Annual Compliance Report is not received 60 days prior to the payment date the City will provide notice to the Developer, after which the Developer will have 10 days to file the Annual Compliance Report. The Developer's failure to submit the Annual Compliance Report in a timely manner **will result in a delay in payment(s) until any deficiencies are cured.**

8.21 Inspector General. It is the duty of Developer and each applicable Approved Purchaser and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of their officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22. FOIA and Local Records Act Compliance. The provisions of this Section 8.22 apply to Developer and each applicable Approved Purchaser.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the

Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.20 (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

8.23 Compliance with Multi-Project Labor Agreement. Developer and each applicable Approved Purchaser shall cause the General Contractor to comply with that certain Settlement Agreement dated November 3, 2011, by and among the City, the Chicago Regional Council of Carpenters, the Metropolitan Pier and Exposition Authority, the Public Building Commission of the City, and the State, because the Project budget is in excess of $25,000,000, and, therefore, is subject to the provisions of that certain City Multi-Project Labor Agreement (the "MPLA") dated February 9, 2011, by and among the City and the labor organizations comprising the Chicago & Cook County Building & Construction Trades Council. Developer and each applicable Approved Purchaser shall cause the General Contractor to comply with the MPLA to the fullest extent legally permissible without violating other requirements applicable to the construction of the Project, including, without limitation, Sections 8.09, 10.02 and 10.03 hereof. At the direction of DPD, affidavits and other supporting documentation shall be required of Developer and each applicable Approved Purchaser, General Contractor and the subcontractors to verify or clarify compliance with the MPLA.

8.24 Encouraging and Fostering FTE Hiring from the Local Community. Developer and each applicable Approved Purchaser commit to coordinate with local community organizations as well as their tenants during the Term of this Agreement to encourage and foster the hiring, as Full-Time Equivalent employees, of persons whose primary residence is located within the East Side, Hegewisch, South Chicago and South Deering Community Areas of the City of Chicago.

8.25 Chicago's Sustainable Development Policy Compliance. The Developer and each applicable Approved Purchaser will comply with all requirements of the City of Chicago's Sustainable Development Policy (a copy of which the Developer acknowledges having received from the City) as it pertains to the Project.

8.26 Operations Covenant. The Developer and each applicable Approved Purchaser shall continuously operate each Phase of the Project for a minimum of ten years from the date of issuance of the Certificate for that Phase.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's and each applicable Approved Purchaser's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

9.03 Notice to the City Clerk and the Finance Committee of the City Council. DPD will promptly notify the City Clerk and the Finance Committee of the City Council of the existence of each Approved Purchaser.

SECTION 10. DEVELOPER'S AND EACH APPLICABLE APPROVED PURCHASER'S EMPLOYMENT OBLIGATIONS

The provisions of this Section 10 apply to Developer and each applicable Approved Purchaser.

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its General Contractor or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the AEmployers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time

to time (the AHuman Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. **This Section 10.02 applies to the Project as a whole, to each Phase of the Project, and to any portion of the Streets Project.**

Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its

subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the

worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246 " and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. **This Section 10.03 applies to the Project as a whole, to each Phase of the Project, and to any portion of the Streets Project.**

Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the AMBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 26 percent by MBEs.
(2) At least six percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer and each applicable Approved Purchaser agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or applicable Approved Purchaser or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The provisions of this Section 12 apply to Developer and each applicable Approved Purchaser.

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than

$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

The provisions of this Section 13 apply to Developer and each applicable Approved Purchaser.

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "AIndemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, including, but not limited to, Section 8.27; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Eligible Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

The provisions of this Section 14 apply to Developer and each applicable Approved Purchaser.

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

The provisions of this Section 15 apply to Developer and each applicable Approved Purchaser.

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor). For purposes of this subsection, a person with a material interest in Developer shall be one owning in excess of 10% of Developer's membership interests; or

(k) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may pursue any or all of these: terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of a portion of or all City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

SECTION 16. MORTGAGING OF THE PROJECT

The provisions of this Section 16 apply to Developer and each applicable Approved Purchaser.

16.01 Existing Mortgage; New Mortgage. All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage."

16.02 New Mortgage Prior to Issuance of Certificate. No New Mortgage shall be executed with respect to the Property or any portion thereof prior to the issuance by the City to the Developer of a Certificate for the corresponding Phase without the prior written consent of the Commissioner of DPD.

16.03 New Mortgage Following the Issuance of Certificate. Following the issuance by the City to the Developer of a Certificate for a Phase, Developer shall have the absolute and unconditional right, without the consent of the City at any time and from time to time during the remainder of the Term of the Agreement, to execute and deliver one or more New Mortgages encumbering the corresponding portion of the Property. Following the issuance of a Certificate for a Phase, there shall be no limit on the amount of any obligation secured by a New Mortgage that encumbers the corresponding Phase; the purpose for which the proceeds of any such financing may be applied; the nature or character of any mortgagee; the subsequent assignment, transfer, or hypothecation of any New Mortgage; the creation of participation or syndication interests in or to, or the securitization of, any New Mortgage; or any mortgagee's exercise of any rights or remedies against Developer under any New Mortgage. Any New Mortgage may secure construction, permanent, monetary, non-monetary, purchase-money, single-asset, multi-property, dollar, nondollar, recourse, nonrecourse, general corporate, or any other financing or obligations of any kind whatsoever.

With respect to any given Phase, and following the issuance of a Certificate for that Phase and thereafter for the remaining Term of the Agreement:

(a) Developer's making of a New Mortgage shall not be deemed to constitute an assignment or transfer of the Property, nor shall any mortgagee, as such, or in the exercise of its rights under this Agreement, be deemed to be an assignee, transferee, or mortgagee in possession of the Property so as to require such mortgagee, as such, to assume or otherwise be obligated to perform any of Developer's obligations under this Agreement. This paragraph does not limit the liability of any successor to Developer (excluding any mortgagee that acquires title to all or any portion of the Property by a foreclosure or deed in lieu of foreclosure after a default under a Mortgage).

(b) In the event that any mortgagee (whether an Existing Mortgage or New Mortgage) shall succeed to the Developer's interest in the Property or any portion thereof and in conjunction therewith elects in its own discretion to accept an assignment of the Developer's interest hereunder in accordance with Section 18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder (including the Capital Event prohibition); provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a New Mortgage or an Existing Mortgage does not elect in its own discretion to expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement and such party shall be bound only by those provisions in Sections 8.02 and 8.06 which are expressly described as covenants that run with the land. Under no circumstances shall such mortgagee be required to indemnify the City under Sections 11 or 13 hereof except with respect to any portion of the Property acquired by such mortgagee.

16.04 Default Provisions. If an Event of Default occurs under this Agreement, then, as to each Existing Mortgage or New Mortgage executed by Developer:

(a) Any mortgagee may at any time exercise any or all rights or remedies of Developer under this Agreement, including Developer's rights to give any notices under this Agreement. Any exercise of such rights, and any giving of such a notice, by any mortgagee, shall be as effective as if done by Developer. So long as such mortgagee's cure rights under this Agreement have not expired: (A) a mortgagee may exercise any rights of Developer even if Developer is in default under this Agreement; and (B) for purposes of this paragraph, wherever this Agreement conditions Developer's exercise of any right upon the nonexistence of a default, such condition shall be deemed satisfied.

(b) Any mortgagee shall have the right, but not the obligation, to perform any obligation of Developer's under this Agreement and to cure any default. The City shall accept performance by or at the instigation of a mortgagee in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer, provided that such performance is rendered within the cure period that applies to a mortgagee under this Agreement.

(c) If any default occurs, then any mortgagee may take (if such mortgagee so elects in its sole discretion) whichever of the actions set forth below shall apply to such default:

(i) In the case of any default that a mortgagee can reasonably cure without obtaining possession of the Property, mortgagee may at its option, within a period consisting of Developer's cure period for such default plus 30 days: (1) advise the City of mortgagee's intention to take all reasonable steps necessary to cure such default; and (2) commence and diligently prosecute to completion the cure of such default, provided that if such default cannot reasonably be cured during the aforementioned cure period, mortgagee shall have such additional period as may be reasonably required to diligently prosecute such cure to completion.

(ii) In the case of any default that a mortgagee cannot reasonably cure without possession of the Property, mortgagee shall be entitled (but not required) to do the following:

(A) At any time during the cure period (if any) that applies to Developer plus 30 days, mortgagee may initiate proceedings and (subject to any stay in any bankruptcy proceedings affecting Developer, or any injunction, so long as such stay or injunction has not been lifted) then diligently prosecute the same to completion (which prosecution may extend beyond the aforementioned cure period), to obtain possession of the Property encumbered with that mortgage.

(B) Upon obtaining possession of the Property encumbered with that mortgage (whether before or after the expiration of any cure period that otherwise applies), mortgagee (or any successor to such mortgagee) shall then be entitled (but not required) to proceed with reasonable diligence to cure such defaults as are then reasonably susceptible of being cured by such mortgagee, within 60 days after such mortgagee or successor shall have obtained possession of the Property encumbered with that mortgage, provided that if such default cannot reasonably be cured during such 60-day period, mortgagee or such successor shall have such additional period as may be reasonably required to cure such default with reasonable diligence.

A mortgagee shall not be required to continue to exercise its cure rights or otherwise proceed to obtain or to exercise possession of the Property encumbered with that mortgage if and when the default that such mortgagee was attempting to cure shall have been cured. Upon such cure and the cure of any other defaults in accordance with this Agreement, this Agreement shall continue in full force and effect as if no default(s) had occurred. Unless a mortgagee has succeeded to the Developer's interest in the Property encumbered with that mortgage, if a mortgagee has commenced its cure rights, such mortgagee may abandon or discontinue such cure at any time, without liability to the City. Mortgagee's exercise of cure rights shall not, of itself, be deemed an assumption of this Agreement in whole or in part.

(d) Each New Mortgage shall be subordinate to the covenants that run with the land under this Agreement.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:	**If to Developer**:
Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	NP Avenue O, LLC 4825 NW 41st Street – Suite 500 Riverside, MO 64150 Attention: Nathaniel Hagedorn
With Copies To:	With Copies To:
Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attention: Rich Klawiter & Katie Jahnke Dale

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer and each applicable Approved Purchaser (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer and each applicable Approved Purchaser by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any applicable Approved Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer and each applicable Approved Purchaser agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer or any applicable Approved Purchaser with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer and each applicable Approved Purchaser in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Neither the Developer nor any applicable Approved Purchaser may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement (including each applicable Approved Purchaser) shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.01(j), 8.06, 8.19 and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer and each applicable Approved Purchaser consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, each applicable Approved Purchaser, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, each applicable Approved Purchaser, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any applicable Approved Purchaser nor any successor in interest to them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such

delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer or an applicable Approved Purchaser is required to provide notice under the WARN Act, each shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer and each applicable Approved Purchaser has locations in the State. Failure by Developer and each applicable Approved Purchaser to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer and each applicable Approved Purchaser also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer and each applicable Approved Purchaser acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer and each applicable Approved Purchaser has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer and each applicable Approved Purchaser hereby represents and

warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

NP Avenue O, LLC, a Missouri limited liability company

By: NPD Management, LLC, a Missouri limited liability company, its sole manager

By:_____

Its:_____

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

By: _____
David L. Reifman, Commissioner

STATE OF)
) SS
COUNTY OF)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, an _____ limited liability company, which is the manager of _____, a _____ limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Manager of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2019.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 2019.

_____
Notary Public

My Commission Expires_____

EXHIBIT A-1

116TH/AVENUE O REDEVELOPMENT AREA

Legal Description

[attached]

ALL THAT PART OF SECTIONS 19, 20, 29 AND 30 IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 114TH STREET WITH THE WEST LINE OF EWING AVENUE;

THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE TO THE NORTH LINE OF 115TH STREET;

THENCE WEST ALONG THE NORTH LINE OF 115TH STREET TO THE WEST LINE OF AVENUE "L";

THENCE SOUTH ALONG THE WEST LINE OF AVENUE "L" TO THE NORTH LINE OF 116TH STREET;

THENCE WEST ALONG THE NORTH LINE OF 116TH STREET TO THE EAST LINE OF AVENUE "O";

THENCE SOUTH ALONG THE EAST LINE OF AVENUE "O" TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 OF CHICAGO MANUFACTURING CAMPUS SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT 0322410112;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002 TO THE WEST LINE THEREOF, ALSO BEING A DISTANCE OF 182.49 FEET WEST OF THE WEST LINE OF AVENUE "O";

THENCE SOUTH ALONG THE NORTHERLY MOST WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002, ALSO BEING THE NORTHERLY MOST WEST LINE OF LOT 9 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, A DISTANCE OF 538.11 FEET TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-201-011;

THENCE WEST ALONG THE SOUTHERLY MOST NORTH LINE OF SAID LOT 9 AND ITS WESTERLY EXTENSION, ALSO BEING THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PIN 26-30-201-011 AND PIN 26-30-201-006 TO THE SOUTHEAST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-008, ALSO BEING ON THE EAST LINE OF VACATED SOUTH BURLEY AVENUE – SOUTH BRANDON AVENUE AS RECORDED MAY 2, 1968, AS DOCUMENT 20477961;

THENCE CONTINUING WEST 40 FEET MORE OR LESS ALONG SAID EXTENSION, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-008 TO THE SOUTHWEST CORNER THEREOF, ALSO BEING ON THE WEST LINE OF THE AFORESAID VACATED SOUTH BURLEY AVENUE – SOUTH BRANDON AVENUE, ALSO BEING THE EAST LINE OF RELOCATED SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY PIN 26-30-500-006;

THENCE NORTHWESTERLY APPROXIMATELY 137.38 FEET TO THE SOUTHERN-MOST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-010, ALSO BEING THE EASTERN-MOST CORNER OF LOT 4 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-010, SAID LINE ALSO BEING A NORTHEASTERN LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 4 AND TO THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PINS 26-30-200-010 AND 26-30-200-006;

THENCE WEST ALONG THE NORTHERLY MOST NORTH LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION AND ALSO ALONG THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PINS 26-30-200-010 AND 26-30-200-006 TO THE WEST LINE OF CARONDOLET AVENUE;

THENCE NORTH ALONG THE WEST LINE OF CARONDOLET AVENUE AND ITS NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE SOUTH 200 FEET OF SECTION 19, ALSO BEING THE NORTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-002;

THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SECTION 19, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-004 TO THE WESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-004, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER;

THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WESTERN LINES OF THE PARCELS OF PROPERTY BEING PINS 26-19-301-004, 26-19-401-008, 26-19-401-005 AND 26-19-301-004, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER, TO THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010;

THENCE WEST ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE WEST LINE THEREOF, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER;

THENCE NORTH ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 A DISTANCE OF 78 FEET TO A NORTH LINE THEREOF;

THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS EAST A DISTANCE OF 287.95 FEET ALONG A NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO A CORNER OF SAID PIN;

THENCE NORTH 60 DEGREES 38 MINUTES 23 SECONDS EAST A DISTANCE OF 382.2 FEET ALONG THE NORTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE NORTHERN-MOST CORNER OF SAID PIN;

THENCE SOUTH 29 DEGREES 42 MINUTES 22 SECONDS EAST A DISTANCE OF 314.04 FEET ALONG THE NORTHEASTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE NORTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-009;

THENCE EAST ALONG THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-009 TO THE SOUTHWESTERN CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-009;

THENCE NORTH 57 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 750.28 FEET ALONG THE NORTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-009 TO THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-007;

THENCE NORTH ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-007 TO THE CENTERLINE OF 118TH STREET;

THENCE EAST ALONG THE CENTERLINE OF 118TH STREET TO THE EAST LINE OF THE WEST 28.60 FEET OF VACATED BURLEY AVENUE;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 28.60 FEET OF VACATED BURLEY AVENUE TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-500-008, ALSO BEING THE NORTH LINE OF INDIAN RIDGE SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-500-008 AND ALONG THE NORTH LINE OF SAID INDIAN RIDGE SUBDIVISION TO THE EAST LINE OF RAILROAD RIGHT OF WAY, ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-041;

THENCE NORTH ALONG THE EAST LINE OF RAILROAD RIGHT OF WAY, ALSO BEING THE WESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-041 TO THE SOUTHWESTERN CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-032, ALSO BEING ON A LINE 21.26 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF 116TH STREET;

THENCE EAST ALONG A LINE BEING 21.26 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF 116TH STREET AND ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-032 A DISTANCE OF 185.07 FEET TO THE EAST LINE THEREOF;

THENCE NORTH ALONG THE EAST LINES OF THE PARCELS OF PROPERTY BEING PINS 26-19-200-032 AND 26-19-200-031 TO THE NORTH LINE OF VACATED 116TH STREET;

THENCE EAST ALONG THE NORTH LINE OF VACATED 116TH STREET TO THE WEST LINE OF AVENUE "O";

THENCE NORTH ALONG THE WEST LINE OF AVENUE "O" TO THE SOUTH LINE OF 114TH STREET;

THENCE EAST ALONG THE SOUTH LINE OF 114TH STREET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A-2

LAKE CALUMET INDUSTRIAL REDEVELOPMENT AREA

Legal Description

[attached]

Lake Calumet Area Industrial TIF Amended Legal Description

ALL THAT PART OF SECTIONS 11, 12 NORTH OF THE INDIAN BOUNDARY LINE, 12 SOUTH OF THE INDIAN BOUNDARY LINE, 13 NORTH OF THE INDIAN BOUNDARY LINE, 13 SOUTH OF THE INDIAN BOUNDARY LINE, 14 NORTH OF THE INDIAN BOUNDARY LINE, 14 SOUTH OF THE INDIAN BOUNDARY LINE, 15, 22 NORTH OF THE INDIAN BOUNDARY LINE, 22 SOUTH OF THE INDIAN BOUNDARY LINE, 25, 26, 27 NORTH OF THE INDIAN BOUNDARY LINE, 27 SOUTH OF THE INDIAN BOUNDARY LINE AND 36 IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 5 NORTH OF THE INDIAN BOUNDARY LINE, 5 SOUTH OF THE INDIAN BOUNDARY LINE, 6 SOUTH OF THE INDIAN BOUNDARY LINE, 7 SOUTH OF THE INDIAN BOUNDARY LINE, 8, 17, 18, 19, 20, 29, 30 AND 31 SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF EAST 100TH STREET WITH THE EAST LINE OF SOUTH MUSKEGON AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH MUSKEGON AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN BLOCK 35 IN THE SUBDIVISION OF BLOCK 35 OF NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF EAST 103RD STREET; THENCE WEST ALONG SAID SOUTH LINE OF EAST 103RD STREET TO THE WEST LINE OF SOUTH MANISTEE AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH MANISTEE AVENUE TO THE NORTH LINE OF 104TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF 104TH STREET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE EAST 138 FEET OF BLOCK 48 OF AFORESAID NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY LINE OF THE EAST 138 FEET OF BLOCK 48 OF AFORESAID NOTRE DAME ADDITION TO SOUTH CHICAGO TO THE SOUTH LINE OF THE NORTH 36 FEET OF SAID BLOCK 48 OF NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 36 FEET OF BLOCK 48 OF NOTRE DAME ADDITION TO SOUTH CHICAGO AND ALONG THE EASTERLY EXTENSION THEREOF TO THE SOUTHEASTERLY LINE OF COMMERCIAL AVENUE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF COMMERCIAL AVENUE TO THE NORTH LINE OF 104TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF 1 04TH STREET TO THE WESTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-07-502-001;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY TO THE CENTER LINE OF EAST 98TH STREET;

THENCE EAST ALONG SAID CENTER LINE OF EAST 98TH STREET TO THE EASTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-06-427 -033;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-06-427-033 AND ALONG THE EASTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-06-427-032 TO THE NORTH LINE OF SAID PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-06-427-032;

THENCE WEST ALONG SAID NORTH LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-06-427-032 TO THE WEST LINE OF SOUTH BALTIMORE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH BALTIMORE AVENUE TO THE CENTER LINE OF EAST 95TH STREET;

THENCE EAST ALONG SAID CENTER LINE OF EAST 95TH STREET TO THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SOUTH CHICAGO AVENUE , AS SAID SOUTH CHICAGO AVENUE IS OPENED AND LAID OUT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SOUTH CHICAGO AVENUE TO THE SOUTH LINE OF WEST 95TH STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST 95TH STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-017;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-017 TO THE NORTHWESTERLY LINE THEREOF;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-017 TO THE NORTH LINE THEREOF, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF THE CALUMET RIVER TURNING BASIN NO. I;

THENCE EAST ALONG SAID NORTH LINE OF THE PROPERTY BEARING PIN 26-05-117-017 TO THE EASTERLY LINE OF SAID CALUMET RIVER TURNING BASIN N0.1;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID CALUMET RIVER TURNING BASIN NO. 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO THE EAST LINE OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE NORTH ALONG SAID EAST LINE OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE TO THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-014;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-014 AND ALONG THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-117-013 TO THE NORTHWESTERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-05-117-013, SAID NORTHWESTERLY LINE BEING ALSO THE SOUTHEASTERLY LINE OF THE CALUMET RIVER;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF THE CALUMET RIVER TO THE WESTERLY SHORE LINE OF LAKE MICHIGAN;

THENCE SOUTHERLY ALONG SAID WESTERLY SHORE LINE OF LAKE MICHIGAN TO THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-311-002;

THENCE WEST ALONG SAID NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-311-002 TO AN EASTERLY LINE OF LOT A IN THE STEEL AND TUBE COMPANY OF AMERICA'S "IROQUOIS EAST PLANT", BEING A CONSOLIDATION OF SUNDRY TRACTS OF LAND IN FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF LOT A IN THE STEEL AND TUBE COMPANY OF AMERICA'S "IROQUOIS EAST PLANT" TO THE SOUTH LINE THEREOF;

THENCE WEST ALONG SAID SOUTH LINE OF LOT A AND ALONG THE WESTERLY EXTENSION THEREOF TO THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF LOT 34 IN THE SUBDIVISION OF LOTS 1, 2, 3, 24, 25 AND 26 OF BLOCK 1 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTHWEST FRACTIONAL QUARTER (EXCEPT THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER) OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE, SAID NORTHEASTERLY LINE OF LOT 34 BEING ALSO THE SOUTHWESTERLY LINE OF SOUTH KREITER AVENUE;

THENCE NORTHWEST ALONG SAID SOUTHEASTERLY EXTENSION AND THE SOUTHWESTERLY LINE OF SOUTH KREITER AVENUE TO THE SOUTHEASTERLY LINE OF EAST 93RD COURT;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF EAST 93RD COURT TO THE NORTHEASTERLY LINE OF SOUTH EWING AVENUE;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SOUTH EWING AVENUE TO THE SOUTH LINE OF EAST 94TH STREET, SAID SOUTH LINE OF EAST 94TH STREET BEING ALSO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE WEST ALONG SAID NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5 TO THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-501-002;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-05-501-002 TO THE SOUTHWESTERLY LINE OF LOT 1 IN BLOCK 2 IN AFORESAID TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, SAID SOUTHWESTERLY LINE OF LOT 1 BEING ALSO THE NORTHEASTERLY LINE OF THE ALLEY SOUTHWEST OF SOUTH EWING AVENUE;

THENCE SOUTHEAST ALONG SAID NORTHEASTERLY LINE OF THE ALLEY SOUTHWEST OF SOUTH EWING AVENUE TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 5 FEET OF LOT 15 IN SAID BLOCK 2 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF THE NORTHWESTERLY 5 FEET OF LOT 15 IN BLOCK 2 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO TO THE SOUTHWESTERLY LINE OF SOUTH EWING AVENUE;

THENCE SOUTHEAST ALONG SAID SOUTHWESTERLY LINE OF SOUTH EWING AVENUE TO THE SOUTH LINE OF THE 20 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING LOTS 25 THROUGH 57, INCLUSIVE IN SAID BLOCK 2 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, SAID ALLEY LYING NORTH OF EAST 95TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY LYING NORTH OF EAST 95TH STREET TO THE WEST LINE OF LOT 34 IN SAID BLOCK 2 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 34 IN BLOCK 2 OFT TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF EAST 95TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 95TH STREET TO THE WEST LINE OF LOT 24 IN BLOCK 3 IN SAID TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, SAID WEST LINE OF LOT 24 BEING ALSO THE EAST LINE OF SOUTH AVENUE "0 ";

THENCE SOUTH ALONG SAID WEST LINE OF LOT 24 IN BLOCK 3 OFT TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO TO THE SOUTH LINE OF SAID LOT 24, SAID SOUTH LINE OF LOT 24 BEING ALSO THE NORTH LINE OF THE ALLEY SOUTH OF EAST 95TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE ALLEY SOUTH OF EAST 95TH STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 78 IN SAID BLOCK 3 OF TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, SAID WEST LINE OF LOT 78 BEING ALSO THE EAST LINE OF THE ALLEY WEST OF SOUTH AVENUE "N";

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY WEST OF SOUTH AVENUE "N" TO THE NORTH LINE OF EAST 97TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 97TH STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 481N BLOCK 14 OF SAID TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, SAID WEST LINE OF LOT 48 BEING ALSO THE EAST LINE OF SOUTH AVENUE "N";

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH AVENUE "N" TO THE SOUTH LINE OF 102ND STREET;

THENCE WEST ALONG SAID SOUTH LINE OF 102ND STREET TO THE EAST LINE OF SOUTH AVENUE "0";

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH AVENUE "0" TO THE SOUTH LINE OF 103RD STREET;

THENCE WEST ALONG SAID SOUTH LINE OF 103RD STREET TO THE WEST LINE OF LOT 1 IN BLOCK 2 IN THE SUBDIVISION OF THE EAST 486 FEET OF BLOCK 41, 42 AND 57 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE QUARTERS OF FRACTIONAL SECTION 7 SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 1 BEING ALSO THE EAST LINE OF THE ALLEY WEST OF GREEN BAY ROAD;

THENCE SOUTH ALONG SAID EAST LINE OF THE ALLEY WEST OF GREEN BAY ROAD TO THE NORTH LINE OF LOT 23 IN BLOCK 6 IN SAID SUBDIVISION OF THE EAST 486 FEET OF BLOCK 41 , 42 AND 57 IN NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE WEST ALONG SAID NORTH LINE OF LOT 23 IN BLOCK 6 IN THE SUBDIVISION OF THE EAST 486 FEET OF BLOCK 41 , 42 AND 57 IN NOTRE DAME ADDITION TO SOUTH CHICAGO TO THE WEST LINE OF SAID LOT 23;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 23 IN BLOCK 6 IN THE SUBDIVISION OF THE EAST 486 FEET OF BLOCK 41, 42 AND 57 IN NOTRE DAME ADDITION TO SOUTH CHICAGO AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF EAST 106TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 106TH STREET TO THE EAST LINE OF SOUTH BUFFALO AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH BUFFALO AVENUE TO THE SOUTH LINE OF EAST 107TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 107TH STREET TO THE EAST LINE OF SOUTH BURLEY AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH BURLEY AVENUE TO THE NORTH LINE OF EAST 110TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 110TH STREET TO THE EAST LINE OF SOUTH MACKINAW AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH MACKINAW AVENUE TO THE NORTH LINE OF EAST 114TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 114TH STREET TO THE EAST LINE OF SOUTH EWING AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH EWING AVENUE TO THE SOUTH LINE OF EAST 115TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST I 15TH STREET TO THE EAST LINE OF SOUTH AVENUE "L";

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH AVENUE "L" TO THE SOUTH LINE OF EAST 116TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 116TH STREET TO THE EAST LINE OF SOUTH AVENUE "0";

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH AVENUE "0" TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-010;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-010 TO THE WEST LINE THEREOF;

THENCE SOUTH ALONG SAID WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-010 TO THE SOUTH LINE THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-011 AND ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-006 AND AGAIN ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-201-011 AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH BRANDON AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH BRANDON AVENUE TO THE SOUTH LINE OF EAST 122ND STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 122ND STREET TO THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-200-010;

THENCE SOUTH ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-200-010 TO THE SOUTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-200-010;

THENCE NORTHWESTERLY AND WESTERLY ALONG SAID SOUTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-200-010 TO THE SOUTHEAST CORNER OF THE PARCEL OF PROPERTY BEARING PIN 26-30-200-006;

THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-200-006 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF SOUTH CARONDOLET AVENUE:

THENCE SOUTH ALONG SAID CENTER LINE OF SOUTH CARONDOLET AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-040;

THENCE WEST ALONG EASTERLY EXTENSION AND A DISTANCE OF 414.76 FEET ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-040 TO A WESTERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-100-040;

THENCE NORTH ALONG SAID WESTERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-100-040 A DISTANCE OF 150.42 FEET TO A SOUTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-30-100-040;

THENCE WEST ALONG SAID SOUTHERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-040 TO THE WEST LINE OF SAID PARCEL, SAID WEST LINE BEING ALSO THE EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-006;

THENCE NORTHERLY ALONG SAID EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-006 TO THE NORTH LINE THEREOF, SAID NORTH LINE BEING ALSO THE U.S. CHANNEL LINE OF THE CALUMET RIVER;

THENCE WESTERLY ALONG SAID U. S. CHANNEL LINE OF THE CALUMET RIVER TO THE EASTERLY LINE OF THE SOUTHWESTERLY 500 FEET OF LOT 3A IN THE COUNTY CLERK'S DIVISION OF PART OF THE WEST

HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE U. S. CHANNEL LINE OF THE CALUMET RIVER. ALSO PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EASTERLY LINE BEING ALSO THE EASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-041;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-043 AND ALONG THE EASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-30-100-043 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 24 IN BLOCK 4 OF MARY W. INGRAM'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID WEST LINE OF LOT 24 BEING ALSO THE EAST LINE OF SOUTH TORRENCE AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND ALONG THE EAST LINE OF SOUTH TORRENCE AVENUE TO THE NORTH LINE OF EAST 130TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 130TH STREET TO THE EAST LINE OF SOUTH SAGINAW AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH SAGINAW AVENUE TO THE NORTHEASTERLY LINE OF SOUTH BRAINARD AVENUE;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SOUTH BRAINARD AVENUE TO THE WESTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-31-506-001, SAID RIGHT OF WAY LYING WEST OF AVENUE "0" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THAT PART OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-31-506-001 TO THE SOUTHWESTERLY LINE OF SOUTH BRAINARD AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF SOUTH BRAINARD AVENUE TO THE NORTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-31-417-006, SAID NORTHWESTERLY LINE BEING THE NORTHWESTERLY LINE OF LOT 2 IN LAMMERING AND JORDAN'S RESUBDIVISION IN EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 2 IN LAMMERING AND JORDAN'S RESUBDIVISION TO THE SOUTHWESTERLY LINE OF SAID PARCEL OF PROPERTY BEARING PIN 26-31-417-006;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 26-31-417-006 TO THE WESTERLY LINE OF AFORESAID PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-31-506-001;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE PENNSYLVANIA RAILROAD RIGHT OF WAY BEARING PIN 26-31 -506-001 TO THE NORTHEASTERLY LINE OF THAT PART OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY BEARING PIN 26-31-502-003;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THAT PART OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY BEARING PIN 26-31-502-003 TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALONG SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WEST LINE OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH TORRENCE AVENUE TO THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25- 36-407-005;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-36-407-005 TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN BLOCK 2 OF HAY, HESS AND GLAESHER ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF EAST 134TH STREET;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTH LINE OF EAST 134TH STREET TO THE WESTERLY U. S. DOCK LINE OF THE CALUMET RIVER;

THENCE NORTHWESTERLY ALONG SAID WESTERLY U. S. DOCK LINE OF THE CALUMET RIVER TO SOUTH LINE OF 130TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF 130TH STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SOUTH STONY ISLAND AVENUE, AS SAID SOUTH STONY ISLAND AVENUE IS OPEN AND LAID OUT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MEDIAN;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WEST LINE OF SOUTH STONY ISLAND AVENUE TO THE NORTH LINE OF THAT PART OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-26-501-005;

THENCE WEST ALONG SAID NORTH LINE OF THAT PART OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-26-501-005 TO THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-26-400-017;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25- 26-400-017 TO THE SOUTH LINE OF EAST 129TH STREET, AS WIDENED;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 129TH STREET, AS WIDENED AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WESTERLY LINE OF SOUTH DOTY AVENUE;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SOUTH DOTY AVENUE TO THE SOUTH LINE OF EAST 121ST STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 121 ST STREET TO WESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-22-401-017. SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF THE PULLMAN RAILROAD RIGHT OF WAY;

THENCE SOUTHEAST ALONG SAID WESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-22-401 -017 TO THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE WEST ALONG SAID SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22 TO THE WESTERLY LINE OF THE 100 FOOT RAILROAD RIGHT OF WAY BEARING PIN 25-27-502-001;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF THE 100 FOOT RAILROAD RIGHT OF WAY BEARING PIN 25-27-502-001 TO THE NORTHWESTERLY LINE OF 124TH STREET;

THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 124TH STREET WITH THE NORTHEASTERLY LINE OF SOUTH COTTAGE GROVE AVENUE;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SOUTH COTTAGE GROVE AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-012;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-012 TO THE WESTERLY LINE THEREOF;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-012 TO THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-010;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-010 AND ALONG THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-27-200-007 TO THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, SAID NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27 BEING ALSO THE SOUTH LINE OF THE EAST HALF OF THE FRACTIONAL SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE WEST ALONG SAID SOUTH LINE OF THE EAST HALF OF THE FRACTIONAL SOUTHWEST QUARTER OF FRACTIONAL SECTION 22 TO THE EASTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY BEARING PIN 25-22-500-001;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY TO THE EASTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY BEARING PIN 25-22-501-005;

THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY TO THE NORTH LINE OF EAST 115TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 115TH STREET TO THE WESTERLY LINE OF OUTLOT "C" IN PULLMAN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 23 IN, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF OUTLOT "C" IN PULLMAN INDUSTRIAL PARK TO THE SOUTH LINE OF EAST 114TH STREET;

THENCE NORTH ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF OUTLOT "D" IN SAID PULLMAN INDUSTRIAL PARK;

THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "D" IN PULLMAN INDUSTRIAL PARK TO THE SOUTH LINE OF EAST 113TH STREET;

THENCE NORTH ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF OUTLOT "E" IN SAID PULLMAN INDUSTRIAL PARK;

THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "E" IN PULLMAN INDUSTRIAL PARK TO THE SOUTH LINE OF EAST 111TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 111TH STREET AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH COTTAGE GROVE AVENUE;

THENCE NORTHERLY ALONG SAID WEST LINE OF SOUTH COTTAGE GROVE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN LYN HUGHES NORTH PULLMAN SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND ALONG THE SOUTH LINE OF LOT 1 IN LYN HUGHES NORTH PULLMAN SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH ALONG THE EAST LINE AND THE NORTHERLY EXTENSION THEREOF OF SAID LOT 1 IN LYN HUGHES NORTH PULLMAN SUBDIVISION TO THE NORTH LINE OF EAST 108TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 108TH STREET TO THE WEST LINE OF SOUTH LANGLEY AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH LANGLEY AVENUE TO THE NORTH LINE OF EAST 106TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 106TH STREET AND ALONG THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SOUTH MARYLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH MARYLAND AVENUE TO THE SOUTH LINE OF EAST 106TH STREET, BEING ALSO THE NORTH LINE OF THAT PORTION OF THE PARCEL OF PROPERTY BEARING PIN 25-14-100-046 LYING WEST OF THE ROCK ISLAND RAILROAD RIGHT OF WAY;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 106TH STREET TO THE WEST LINE OF THAT PORTION OF THE PARCEL OF PROPERTY BEARING PIN 25-14-100-046 LYING WEST OF THE ROCK ISLAND RAILROAD RIGHT OF WAY;

THENCE SOUTH ALONG SAID WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-14-100-046 TO THE SOUTHERLY LINE OF THAT PORTION OF SAID PARCEL OF PROPERTY BEARING PIN 25-14-100-046 LYING WEST OF THE ROCK ISLAND RAILROAD RIGHT OF WAY;

THENCE EASTERLY ALONG THE SOUTHERLY LINE SAID PARCEL OF PROPERTY BEARING PIN 25-14-100-046 TO THE WESTERLY LINE OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-14-500-002;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-14-500-002 AND SAID WESTERLY LINE EXTENDED SOUTHERLY TO THE NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-14-500-003;

THENCE EAST ALONG SAID NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-14-500-003 TO THE EASTERLY LINE OF SAID PARCEL, BEING ALSO THE EASTERLY LINE OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING SAID PIN 25-14-500-003;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-14-500-003 TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE SOUTH ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 14 TO THE NORTH LINE OF EAST 111TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 111TH STREET TO THE WESTERLY LINE OF THE PARCEL OF PROPERTY BEARING THE PIN 25-14-300-010;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE PARCEL OF PROPERTY BEARING THE PIN 25-14-300-010 TO THE NORTHERLY LINE OF SAID PARCEL OF PROPERTY BEARING THE PIN 25-14-300-010;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-14-300-010 AND THE EASTERLY EXTENSION THEREOF TO THE EASTERLY LINE OF SOUTH DOTY AVENUE;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SOUTH DOTY AVENUE TO A POINT ON SAID EASTERLY LINE OF SOUTH DOTY AVENUE. SAID POINT BEING 4511 .96 FEET. MORE OR LESS, SOUTHERLY, AS MEASURED ON SAID EASTERLY LINE OF SOUTH DOTY AVENUE, FROM THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF SOUTH DOTY AVENUE WITH A LINE WHICH IS THE WESTERLY EXTENSION OF A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE FRACTIONAL SECTION 12,

TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS SOUTH OF THE INDIAN BOUNDARY LINE, SAID POINT BEING ALSO THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF SOUTH DOTY AVENUE WITH THE SOUTHERLY LINE OF THE HARBORSIDE INTERNATIONAL GOLF COMPLEX;

THENCE SOUTH 83 DEGREES 53 MINUTES 09 SECONDS EAST (WITH NORTH BEING BASED ON THE SOUTH LINE OF AFORESAID FRACTIONAL SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS SOUTH OF THE INDIAN BOUNDARY LINE HAVING A BEARING OF NORTH 89 DEGREES 49 MINUTES 15 SECONDS WEST), ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 683.45 FEET;

THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 883.35 FEET ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 1400.22 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 104.59 FEET;

THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 59.22 FEET, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 83.74 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 563.19 FEET;

THENCE SOUTH 19 DEGREES 07 MINUTES 09 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 96.05 FEET;

THENCE SOUTH 15 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 743.09 FEET;

THENCE SOUTH 00 DEGREES 54 MINUTES 53 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 610.47 FEET;

THENCE NORTH 61 DEGREES 56 MINUTES 10 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 372.39 FEET;

THENCE SOUTH 85 DEGREES 53 MINUTES 08 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 658.90 FEET;

THENCE NORTH 60 DEGREES 21 MINUTES 42 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 275.54 FEET;

THENCE SOUTH 39 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 409.83 FEET;

THENCE SOUTH 19 DEGREES 38 MINUTES 42 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 1,422.58 FEET;

THENCE SOUTH 60 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 413.83 FEET;

THENCE NORTH 25 DEGREES 22 MINUTES 50 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 735.84 FEET;

THENCE NORTH 88 DEGREES 26 MINUTES 48 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 2,076.57 FEET;

THENCE NORTH 35 DEGREES 27 MINUTES 08 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 594.35 FEET;

THENCE NORTH 21 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 386.37 FEET;

THENCE NORTH 22 DEGREES 09 MINUTES 34 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 336.51 FEET;

THENCE NORTH 12 DEGREES 49 MINUTES 04 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 1,536.25 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 567.20 FEET;

THENCE SOUTH 80 DEGREES 20 MINUTES 41 SECONDS WEST EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 511.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 04 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 818.73 FEET;

THENCE SOUTH 47 DEGREES 38 MINUTES 35 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 223.41 FEET;

THENCE SOUTH 02 DEGREES 51 MINUTES 59 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 430.61 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 380.43 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A EASTERLY LINE OF SAID HARBORSIDE INTERNATIONAL GOLF COMPLEX, A DISTANCE OF 1312.56 FEET, TO A POINT ON THE WESTERLY LINE OF SOUTH STONY ISLAND AVENUE;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SOUTH STONY ISLAND AVENUE TO A LINE WHICH IS 33 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE WEST ALONG SAID LINE WHICH IS 33 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 12 TO THE SOUTHEASTERLY LINE OF DOTY AVENUE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF DOTY AVENUE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTH ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14 AND ALONG THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF EAST 103RD STREET;

THENCE WEST ALONG SAID NORTH LINE OF EAST 103RD STREET TO WESTERLY LINE OF SOUTH STONY ISLAND AVENUE;

THENCE NORTH ALONG SAID WESTERLY LINE OF SOUTH STONY ISLAND AVENUE TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11 TO THE SOUTHEASTERLY LINE OF THE PARCEL OF
PROPERTY BEARING PIN 25-11-212-023;

THENCE SOUTHWEST ALONG SAID SOUTHEASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-212-023 TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-014;

THENCE WEST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-014 TO THE NORTHERLY EXTENSION OF THE SOUTHERLY MOST EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-007;

THENCE SOUTH ALONG SAID SOUTHERLY MOST EAST LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-007 TO THE SOUTH LINE OF SAID PARCEL OF PROPERTY BEARING PIN 25-11-400-007;

THENCE WEST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-007 TO THE WEST LINE THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-400-007 TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WEST ALONG SAID SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE EASTERLY LINE OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-11-501-005;

THENCE NORTH ALONG SAID EASTERLY LINE OF THE ROCK ISLAND RAILROAD RIGHT OF WAY BEARING PIN 25-11-501-005 TO THE SOUTH LINE OF EAST 95TH STREET;

THENCE EAST ALONG SAID SOUTH LINE OF EAST 95TH STREET TO THE EASTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY, SAID EASTERLY LINE BEING A LINE 135.5 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH STONY ISLAND AVENUE;

THENCE SOUTH ALONG SAID EASTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY, A DISTANCE OF 63.84 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF SAID RIGHT OF WAY;

THENCE SOUTHEAST ALONG SAID NORTHEASTERLY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY TO A LINE 295.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID LINE BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11 -212-018;

THENCE EAST ALONG SAID SOUTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-11-212-018 TO THE WEST LINE OF SOUTH STONY ISLAND AVENUE;

THENCE SOUTHEAST ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE PARCEL OF PROPERTY BEARING PIN 25-12-100-010, SAID CORNER BEING THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH STONY ISLAND AVENUE WITH A LINE 64 FEET NORTH OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THAT PART OF THE CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY BEARING PIN 25-12-501-001;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-100-010 TO THE NORTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-400-006;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-400-006 TO THE NORTHEASTERLY LINE THEREOF;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-400-006 TO A NORTH LINE OF SAID PARCEL OF PROPERTY BEARING PIN 25-12-400-006, SAID NORTH LINE BEING A LINE 43 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE;

THENCE EAST ALONG SAID NORTH LINE OF SAID PARCEL OF PROPERTY BEARING PIN 25-12-400-006 AND ALONG THE EASTERLY EXTENSION THEREOF TO THE SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWEST OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 1 THROUGH 25, INCLUSIVE, IN BLOCK 3 IN ARTHUR DUNAS' JEFFERY ADDITION, A SUBDIVISION OF BLOCK 19 IN VAN VLISSINGEN HEIGHTS, A SUBDIVISION IN SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE;

THENCE SOUTHEAST ALONG A STRAIGHT LINE TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE WITH THE SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWEST OF AND ADJOINING THE SOUTHWESTERLY LINE

OF LOTS 1 THROUGH 38, INCLUSIVE, IN VAN'S SUBDIVISION OF BLOCK 15 IN CALUMET TRUST'S SUBDIVISION IN FRACTIONAL SECTION 12 BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID ALLEY LYING SOUTHWEST OF SOUTH VAN VLISSINGEN ROAD;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWEST OF SOUTH VAN VLISSINGEN ROAD AND ALONG THE SOUTHWESTERLY LINE OF WILLIAM RANDALL'S RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS WITH VACATED STREETS AND ALLEYS IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE AND ALONG THE SOUTHWESTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-424-101 TO THE NORTH LINE OF EAST 103RD STREET;

THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID EAST 103RD STREET WITH THE SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 10 AND 11 IN BLOCK 199 IN L. FRANK & COMPANY'S TRUMBULL PARK TERRACE. A RESUBDIVISION OF CERTAIN BLOCKS IN "SOUTH CHICAGO SUBDIVISION" IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 10 AND 11 AND ALONG THE SOUTHWESTERLY LINE OF LOT 12 IN SAID L. FRANK & COMPANY'S TRUMBULL PARK TERRACE AND ALONG THE SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 18 AND 19 IN SAID L. FRANK & COMPANY'S TRUMBULL PARK TERRACE TO THE WEST LINE OF SOUTH CRANDON AVENUE;

THENCE SOUTHEAST ALONG A STRAIGHT LINE TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 204 IN L. FRANK AND COMPANY'S TRUMBULL TERRACE, A RESUBDIVISION OF CERTAIN BLOCKS IN SOUTH CHICAGO SUBDIVISION, IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE;

THENCE SOUTHEAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9 IN BLOCK 204 IN L. FRANK AND COMPANY'S TRUMBULL TERRACE AND ALONG THE SOUTHEASTERLY EXTENSION THEREOF, SAID SOUTHEASTERLY EXTENSION OF LOT 9 BEING ALSO THE SOUTHWESTERLY LINE OF THE ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 6, 7 AND 8 IN SAID BLOCK 204 IN L. FRANK AND COMPANY'S TRUMBULL TERRACE, TO THE WEST LINE OF SOUTH OGLESBY AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH OGLESBY AVENUE TO THE NORTH LINE OF EAST 1 03RD STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 103RD STREET TO THE EAST LINE OF SOUTH BENSLEY AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH BENSLEY AVENUE TO THE SOUTH LINE OF EAST 105TH STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST 1 05TH STREET TO THE WEST LINE OF SOUTH OGLESBY AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH OGLESBY AVENUE TO THE NORTHEASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-431-007;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-12-431-007 TO THE NORTH LINE OF EAST 109TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 109TH STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 10 IN RESUBDIVISION OF LOTS 1 TO 10, BOTH INCLUSIVE, OF THE SUBDIVISION OF THE WEST 264 FEET OF LOT 11 AND HALF OF THE VACATED STREET WEST OF AND ADJOINING SAID WEST 264 FEET OF LOT 11 IN BLOCK 28 OF IRONDALE, A SUBDIVISION OF THE EAST HALF OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID WEST LINE OF LOT 10 BEING ALSO THE EAST LINE OF VACATED CALHOUN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF VACATED, CALHOUN AVENUE TO THE SOUTH LINE OF LOT 14 IN THE SUBDIVISION OF THE WEST 264 FEET OF LOT 11 AND HALF OF THE VACATED STREET WEST OF AND ADJOINING SAID WEST 264 FEET OF LOT 11 IN BLOCK 28 OF IRONDALE, A SUBDIVISION OF THE EAST HALF OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL, MERIDIAN, SAID SOUTH LINE OF LOT 14 BEING ALSO A NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-13-212-009;

THENCE EAST ALONG SAID NORTH LINE OF THE PARCEL OF PROPERTY BEARING PIN 25-13-212-009 TO THE WEST LINE OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH TORRENCE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 22 IN BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, SAID SOUTH LINE OF LOT 22 BEING ALSO THE NORTH LINE OF EAST 105TH STREET;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 22 TO THE EAST LINE OF SAID LOT 22, SAID EAST LINE OF LOT 22 BEING ALSO THE WEST LINE OF THE ALLEY LYING EAST OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY LYING EAST OF SOUTH TORRENCE AVENUE TO THE NORTH LINE OF LOT 21 IN SAID BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE WEST ALONG SAID NORTH LINE OF LOT 21 IN BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH TORRENCE AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 9 IN AFORESAID BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO TO THE EAST LINE OF SAID LOT 9, SAID EAST LINE OF LOT 9 BEING ALSO THE WEST LINE OF THE ALLEY EAST OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE ALLEY EAST OF SOUTH TORRENCE AVENUE TO THE SOUTH LINE OF LOT 61N SAID BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 61N BLOCK 51 IN NOTRE DAME ADDITION TO SOUTH CHICAGO AND ALONG THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SOUTH TORRENCE AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH TORRENCE AVENUE TO THE NORTH LINE OF EAST 99TH STREET;

THENCE EAST ALONG SAID NORTH LINE OF EAST 99TH STREET TO THE EAST LINE OF SOUTH ESCANABA BOULEVARD;

THENCE SOUTH ALONG SAID EAST LINE OF SOUTH ESCANABA BOULEVARD TO THE NORTH LINE OF EAST 100TH STREET;

THENCE WEST ALONG SAID NORTH LINE OF EAST 100TH STREET TO THE **POINT OF BEGINNING** AT THE EAST LINE OF SOUTH MUSKEGON AVENUE;

EXCEPTING THEREFROM ALL THAT PART OF SECTIONS 19, 20, 29 AND 30 IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: **BEGINNING** AT THE INTERSECTION OF THE SOUTH LINE OF 114TH STREET WITH THE WEST LINE OF EWING AVENUE;

THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE TO THE NORTH LINE OF 115TH STREET;

THENCE WEST ALONG THE NORTH LINE OF 115TH STREET TO THE WEST LINE OF AVENUE "L";

THENCE SOUTH ALONG THE WEST LINE OF AVENUE "L" TO THE NORTH LINE OF 116TH STREET;

THENCE WEST ALONG THE NORTH LINE OF 116TH STREET TO THE EAST LINE OF AVENUE "O";

THENCE SOUTH ALONG THE EAST LINE OF AVENUE "O" TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 OF CHICAGO MANUFACTURING CAMPUS SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT 0322410112;

THENCE WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002 TO THE WEST LINE THEREOF, ALSO BEING A DISTANCE OF 182.49 FEET WEST OF THE WEST LINE OF AVENUE "O";

THENCE SOUTH ALONG THE NORTHERLY MOST WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-204-002, ALSO BEING THE NORTHERLY MOST WEST LINE OF LOT 9 IN THE AFORESAID CHICAGO

MANUFACTURING CAMPUS SUBDIVISION, A DISTANCE OF 538.11 FEET TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-201-011;

THENCE WEST ALONG THE SOUTHERLY MOST NORTH LINE OF SAID LOT 9 AND ITS WESTERLY EXTENSION, ALSO BEING THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PIN 26-30-201-011 AND PIN 26-30-201-006 TO THE SOUTHEAST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-008, ALSO BEING ON THE EAST LINE OF VACATED SOUTH BURLEY AVENUE – SOUTH BRANDON AVENUE AS RECORDED MAY 2, 1968, AS DOCUMENT 20477961;

THENCE CONTINUING WEST 40 FEET MORE OR LESS ALONG SAID EXTENSION, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-008 TO THE SOUTHWEST CORNER THEREOF, ALSO BEING ON THE WEST LINE OF THE AFORESAID VACATED SOUTH BURLEY AVENUE – SOUTH BRANDON AVENUE, ALSO BEING THE EAST LINE OF RELOCATED SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY PIN 26-30-500-006;

THENCE NORTHWESTERLY APPROXIMATELY 137.38 FEET TO THE SOUTHERN-MOST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-010, ALSO BEING THE EASTERN-MOST CORNER OF LOT 4 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-30-200-010, SAID LINE ALSO BEING A NORTHEASTERN LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 4 AND TO THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PINS 26-30-200-010 AND 26-30-200-006;

THENCE WEST ALONG THE NORTHERLY MOST NORTH LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION AND ALSO ALONG THE SOUTH LINE OF THE PARCELS OF PROPERTY BEING PINS 26-30-200-010 AND 26-30-200-006 TO THE WEST LINE OF CARONDOLET AVENUE;

THENCE NORTH ALONG THE WEST LINE OF CARONDOLET AVENUE AND ITS NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF THE SOUTH 200 FEET OF SECTION 19, ALSO BEING THE NORTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-002;

THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF SECTION 19, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-004 TO THE WESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-004, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER;

THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WESTERN LINES OF THE PARCELS OF PROPERTY BEING PINS 26-19-301-004, 26-19-401-008, 26-19-401-005 AND 26-19-301-004, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER, TO THE SOUTH LINE OF THE NORTH 1204.34 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 19, ALSO BEING THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010;

THENCE WEST ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE WEST LINE THEREOF, ALSO BEING THE EASTERN LINE OF THE CALUMET RIVER;

THENCE NORTH ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 A DISTANCE OF 78 FEET TO A NORTH LINE THEREOF;

THENCE SOUTH 89 DEGREES 08 MINUTES 10 SECONDS EAST A DISTANCE OF 287.95 FEET ALONG A NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO A CORNER OF SAID PIN;

THENCE NORTH 60 DEGREES 38 MINUTES 23 SECONDS EAST A DISTANCE OF 382.2 FEET ALONG THE NORTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE NORTHERN-MOST CORNER OF SAID PIN;

THENCE SOUTH 29 DEGREES 42 MINUTES 22 SECONDS EAST A DISTANCE OF 314.04 FEET ALONG THE NORTHEASTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-010 TO THE NORTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-009;

THENCE EAST ALONG THE NORTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-009 TO THE SOUTHWESTERN CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-009;

THENCE NORTH 57 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 750.28 FEET ALONG THE NORTHWESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-301-009 TO THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-007;

THENCE NORTH ALONG THE WEST LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-401-007 TO THE CENTERLINE OF 118TH STREET;

THENCE EAST ALONG THE CENTERLINE OF 118TH STREET TO THE EAST LINE OF THE WEST 28.60 FEET OF VACATED BURLEY AVENUE;

THENCE NORTH ALONG THE EAST LINE OF THE WEST 28.60 FEET OF VACATED BURLEY AVENUE TO THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-500-008, ALSO BEING THE NORTH LINE OF INDIAN RIDGE SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-500-008 AND ALONG THE NORTH LINE OF SAID INDIAN RIDGE SUBDIVISION TO THE EAST LINE OF RAILROAD RIGHT OF WAY, ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-041;

THENCE NORTH ALONG THE EAST LINE OF RAILROAD RIGHT OF WAY, ALSO BEING THE WESTERN LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-041 TO THE SOUTHWESTERN CORNER OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-032, ALSO BEING ON A LINE 21.26 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF 116TH STREET;

THENCE EAST ALONG A LINE BEING 21.26 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF 116TH STREET AND ALONG THE SOUTH LINE OF THE PARCEL OF PROPERTY BEING PIN 26-19-200-032 A DISTANCE OF 185.07 FEET TO THE EAST LINE THEREOF;

THENCE NORTH ALONG THE EAST LINES OF THE PARCELS OF PROPERTY BEING PINS 26-19-200-032 AND 26-19-200-031 TO THE NORTH LINE OF VACATED 116TH STREET;

THENCE EAST ALONG THE NORTH LINE OF VACATED 116TH STREET TO THE WEST LINE OF AVENUE "O";

THENCE NORTH ALONG THE WEST LINE OF AVENUE "O" TO THE SOUTH LINE OF 114TH STREET;

THENCE EAST ALONG THE SOUTH LINE OF 114TH STREET TO THE **POINT OF BEGINNING** OF SAID EXCEPTION; ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

PROPERTY

[legal description attached]

Legal Description

PARCEL 1:

THAT PART OF LOTS 6 AND 7 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1872, AS DOCUMENT NUMBER 39470 IN THE OFFICE OF THE RECORDER, AND THAT PART OF LOT 53 IN MEA'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1906, AS DOCUMENT 3965096, AND THAT PART OF THE 15 FOOT ALLEY LYING WESTERLY OF SAID LOT 53 AND LYING EASTERLY OF LOTS 1 AND 2 IN BLOCK 1 OF INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT 26596, ALL IN THE OFFICE OF THE RECORDER, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 19 AND A LINE 1,283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 39 MINUTES 50 SECONDS WEST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE 1,283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 838.00 FEET TO A POINT ON A LINE LYING 178 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE NORTHERN EXTENSION OF THE CENTERLINE OF MACKINAW AVENUE PER THE AFORESAID MEA'S SUBDIVISION, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 39 MINUTES 50 SECONDS WEST ALONG A LINE 1,283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 517.33 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EASTERN BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943, AND RECORDED AS DOCUMENT NUMBER 13047028 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID EASTERN BOUNDARY LINE PROJECTED SOUTHERLY BEING COMMON WITH THE EASTERN BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945, AND RECORDED AS DOCUMENT NUMBER 13540700 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE SOUTH 00 DEGREES 40 MINUTES 46 SECONDS EAST ON THE LAST DESCRIBED SOUTHERLY PROJECTION OF THE EASTERN LINE OF PARCEL "A' IN SAID DOCUMENT NUMBER 13047028, A DISTANCE OF 378.41 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE NORTHERN LINE OF BLOCK 2 IN THE AFORESAID INDIAN RIDGE SUBDIVISION; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE WESTERLY PROJECTION OF AND ALONG THE NORTHERN LINE OF BLOCK 2 AND ALONG THE NORTHERN LINE OF BLOCK 1 IN SAID INDIAN RIDGE SUBDIVISION 477.47 FEET TO THE NORTHEASTERN CORNER OF LOT 1 IN SAID BLOCK 1 OF INDIANA RIDGE SUBDIVISION; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EASTERN LINE OF LOT 1 AND ALONG THE EASTERN LINE OF LOT 2 IN BLOCK 1 OF SAID INDIAN RIDGE SUBDIVISION 29.91 FEET TO A POINT ON A LINE LYING 957.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST PARALLEL WITH AND 957.00 FEET NORTHERLY OF THE SOUTH

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LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 40.78 FEET TO A POINT ON A LINE LYING 178 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE CENTERLINE OF MACKINAW AVENUE PER THE AFORESAID MEA'S SUBDIVISION, THENCE NORTH 00 DEGREES 50 MINUTES 09 SECONDS WEST PARALLEL WITH AND 178.00 FEET WESTERLY OF THE CENTERLINE OF SAID MACKINAW AVENUE AND ITS NORTHERLY EXTENSION A DISTANCE OF 409.43 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 9 HEREIN AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 28, 1989 AND RECORDED DECEMBER 1, 1989 AS DOCUMENT 89572950 BY AND BETWEEN LTV STEEL COMPANY, INC., A NEW JERSEY CORPORATION AND REPUBLIC ENGINEERED STEELS, INC., A DELAWARE CORPORATION PURSUANT TO PARAGRAPH 1 AS FOLLOWS:

ROADWAY EASEMENT. A 66 FOOT INGRESS-EGRESS EASEMENT ALONG 116TH STREET, LYING BETWEEN AVENUE "O" AND THE WEST LINE OF PARCEL 1 (AS DESCRIBED ABOVE) EXTENDED NORTH, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 66.00 FEET OF THE NORTH 1283.00 FEET OF THE EAST 1471.00 FEET, AS MEASURED ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 19,TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 53 THROUGH 60, BOTH INCLUSIVE, IN MEA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1906, AS DOCUMENT NUMBER 3965096 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THAT PART OF THE NORTH/SOUTH 15 FOOT WIDE ALLEY LYING TO THE WEST OF SAID LOTS 53 THROUGH 60 AND LYING TO THE EAST OF BLOCK 1 IN INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE COOK COUNTY RECORDER, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF LOT 12 IN BLOCK 1 OF SAID INDIAN RIDGE SUBDIVISION, SAID POINT BEING AT THE INTERSECTION OF THE WESTERN LINE OF SAID 15 FOOT WIDE ALLEY AND THE NORTHERN RIGHT OF WAY LINE OF 117TH STREET AS DEDICATED PER SAID INDIAN RIDGE SUBDIVISION; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE NORTHERN RIGHT-OF-WAY LINE OF SAID 117TH STREET AND ALONG THE NORTHERN RIGHT-OF-WAY LINE OF 117TH STREET AS DEDICATED PER SAID MEA'S SUBDIVISION A DISTANCE OF 39.77 FEET TO A POINT LYING 178.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE CENTERLINE OF MACKINAW AVENUE AS DEDICATED PER SAID MEA'S SUBDIVISION; THENCE NORTH 00 DEGREES 50 MINUTES 09 SECONDS WEST PARALLEL WITH AND 178.00 FEET WESTERLY OF THE CENTERLINE OF SAID MACKINAW AVENUE A DISTANCE OF 264.08 FEET TO A POINT LYING 957.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID

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SECTION 19; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST PARALLEL WITH AND 957.00 FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 40.78 FEET TO A POINT ON THE WESTERN LINE OF SAID 15 FOOT WIDE ALLEY, SAID POINT ALSO LYING ON THE EASTERN LINE OF LOT 2 IN BLOCK 1 OF SAID INDIAN RIDGE SUBDIVISION; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE WESTERN LINE OF SAID ALLEY AND ALONG THE EASTERN LINES OF LOTS 2 THROUGH 12, INCLUSIVE IN BLOCK 1 IN SAID INDIAN RIDGE SUBDIVISION A DISTANCE OF 264.09 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF LOTS 9 THROUGH 13 BOTH INCLUSIVE, ALL OF LOTS 14 THROUGH 18 BOTH INCLUSIVE, ALL OF LOTS 35 THROUGH 39 BOTH INCLUSIVE, ALL OF LOTS 40 THROUGH 44 BOTH INCLUSIVE, ALL OF LOTS 61 THROUGH 65 BOTH INCLUSIVE, ALL OF THE VACATED 16 FOOT ALLEY LYING WEST OF LOTS 9 THROUGH 13 AND LYING EAST OF LOTS 14 THROUGH 18 AS VACATED PER DOCUMENT 11279606 IN THE OFFICE OF THE COOK COUNTY RECORDER, ALL OF VACATED GREEN BAY AVENUE LYING WEST OF LOTS 14 THROUGH 18 AND LYING EAST OF LOTS 35 THROUGH 39 AS VACATED PER SAID DOCUMENT 11279606, ALL OF THE VACATED 16 FOOT ALLEY LYING TO THE WEST OF LOTS 35 THROUGH 39 AND LYING EAST OF LOTS 40 THROUGH 44 AS VACATED PER DOCUMENT 10343410 IN THE OFFICE OF THE COOK COUNTY RECORDER, ALL OF VACATED MACKINAW AVENUE LYING WEST OF LOTS 40 THROUGH 44 AND LYING EAST OF LOTS 61 THROUGH 65 AS VACATED PER SAID DOCUMENT 10343410, ALL IN MEA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1906, AS DOCUMENT NUMBER 3965096 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THAT PART OF THE NORTH/SOUTH 15 FOOT WIDE VACATED ALLEY AS VACATED PER SAID DOCUMENT 10343410 LYING TO THE WEST OF SAID LOTS 61 THROUGH 65 AND LYING TO THE EAST OF LOTS 1 THROUGH 6 INCLUSIVE AND PART OF LOT 7 IN BLOCK 12 IN INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE COOK COUNTY RECORDER, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF LOT 1 IN BLOCK 12 OF SAID INDIAN RIDGE SUBDIVISION, SAID POINT BEING AT THE INTERSECTION OF THE WESTERN LINE OF SAID VACATED 15 FOOT WIDE ALLEY AND THE SOUTHERN RIGHT OF WAY LINE OF 117TH STREET AS DEDICATED PER SAID INDIAN RIDGE SUBDIVISION; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID 117TH STREET AND ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF 117TH STREET AS DEDICATED PER SAID MEA'S SUBDIVISION A DISTANCE OF 797.53 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID POINT LYING 80.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 45 DEGREES 31 MINUTES 31 SECONDS EAST ALONG THE WESTERN RIGHT OF WAY LINE OF AVENUE "O" A DISTANCE OF 21.33 FEET TO A POINT LYING 15 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHERN RIGHT OF WAY LINE OF 117TH STREET AND 65 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 09 SECONDS EAST ALONG THE WESTERN RIGHT OF WAY LINE OF AVENUE "O"

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BEING A LINE PARALLEL WITH AND 65 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 149.95 FEET TO THE SOUTHERN LINE OF SAID LOT 13, SAID LINE BEING 462 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG THE SOUTHERN LINE OF MEA'S SUBDIVISION AND ALONG A LINE BEING 462 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 811.89 FEET TO A POINT ON THE WESTERN LINE OF SAID 15 FOOT WIDE VACATED ALLEY, SAID POINT ALSO LYING ON THE EASTERN LINE OF LOT 7 IN BLOCK 12 OF SAID INDIAN RIDGE SUBDIVISION; THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG THE WESTERN LINE OF SAID VACATED ALLEY AND ALONG THE EASTERN LINES OF LOTS 1 THROUGH 7, INCLUSIVE IN BLOCK 12 IN SAID INDIAN RIDGE SUBDIVISION A DISTANCE OF 164.95 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF LOTS 1 THROUGH 12 INCLUSIVE IN BLOCK 1, ALL OF LOTS 1 THROUGH 24 INCLUSIVE IN BLOCK 2, ALL OF LOTS 3, 5, 6, 7, 8, 29, 30, 31, 32, 33, 42, 43, 44, 45, 46, AND THE SOUTH HALF OF LOT 47 IN BLOCK 11, ALL IN INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE RECORDER, COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF BLOCK 11 IN INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THAT PART OF THE VACATED NORTH/SOUTH 14 FOOT WIDE ALLEY LYING TO THE WEST OF LOTS 10 THROUGH 14 AND LYING EAST OF LOTS 35 THROUGH 38, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF LOT 38; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE NORTHERN LINE OF LOT 38 AND ITS EASTERLY EXTENSION 130.01 FEET TO A POINT LYING 4 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHWESTERN CORNER OF LOT 10; THENCE NORTH 44 DEGREES 21 MINUTES 52 SECONDS EAST 5.62 FEET TO A POINT ON THE WESTERN LINE OF LOT 10, SAID POINT ALSO LYING 4 FEET NORTHERLY OF (MEASURED ALONG THE WESTERN LINE THEREOF) THE SOUTHWESTERN CORNER OF LOT 10; THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG THE WESTERN LINE OF LOT 10 AND THE WESTERN LINE OF LOT 9, A DISTANCE OF 23.00 FEET TO A SOUTHWESTERN CORNER OF AN ALLEY DEDICATED PER DOCUMENT 11279600 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 2 FEET NORTHERLY OF (MEASURED ALONG THE WESTERN LINE THEREOF) THE SOUTHWESTERN CORNER OF LOT 9; THENCE NORTH 44 DEGREES 21 MINUTES 52 SECONDS EAST ALONG THE SOUTHERN LINE OF SAID ALLEY 9.83 FEET TO A POINT ON THE NORTHERN LINE OF THE SOUTHERN 9 FEET OF LOT 9, SAID POINT ALSO LYING 7 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF LOT 9; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE SOUTHERN LINE OF SAID ALLEY AND ALONG THE NORTHERN LINE OF THE SOUTHERN 9 FEET OF LOT 9, A DISTANCE OF 113.01 FEET TO THE WESTERN RIGHT OF WAY LINE OF

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BUFFALO AVENUE AS DEDICATED PER SAID INDIAN RIDGE SUBDIVISION PLAT, SAID POINT LYING 9 FEET NORTHERLY OF (MEASURED ALONG THE EASTERN LINE THEREOF) THE SOUTHEASTERN CORNER OF LOT 9; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE WESTERN RIGHT OF WAY LINE OF SAID BUFFALO AVENUE 251.00 FEET TO ITS INTERSECTION WITH THE SOUTHERN LINE OF THE NORTHERN 17 FEET OF LOT 19; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG THE SOUTHERN LINE OF THE NORTHERN 17 FEET OF LOT 19 A DISTANCE OF 120.01 FEET TO THE EASTERN LINE OF THE NORTH/SOUTH 14 FOOT WIDE ALLEY IN BLOCK 11, THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG SAID EASTERN ALLEY LINE 117.00 FEET TO THE SOUTHWESTERN CORNER OF LOT 14; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST 14.00 FEET TO THE NORTHEASTERN CORNER OF LOT 34, SAID POINT BEING THE NORTHEASTERN CORNER OF AN ALLEY DEDICATED PER SAID DOCUMENT 11279600; THENCE SOUTH 37 DEGREES 08 MINUTES 26 SECONDS WEST ALONG THE NORTHERN LINE OF SAID ALLEY 11.32 FEET TO A POINT ON A LINE LYING 9 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTHERN LINE OF LOT 34, SAID POINT ALSO LYING 7 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THE NORTH/SOUTH 14 FOOT WIDE ALLEY IN BLOCK 11; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG THE NORTHERN LINE OF SAID ALLEY AND ALONG A LINE PARALLEL WITH AND 9 FEET SOUTHERLY OF THE NORTHERN LINE OF LOT 34, A DISTANCE OF 113.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF BURLEY AVENUE AS DEDICATED PER SAID INDIAN RIDGE SUBDIVISION PLAT; THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG THE EASTERN RIGHT OF WAY LINE OF SAID BURLEY AVENUE 109.00 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

LOTS 1 THROUGH 5 INCLUSIVE IN THE RE-SUBDIVISION OF LOTS 20 TO 24 AND THE SOUTH 8 FEET OF LOT 19 IN BLOCK 11, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1918, AS DOCUMENT 6328680 IN THE OFFICE OF THE RECORDER, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

ALL OF LOTS 1 THROUGH 24 INCLUSIVE IN BLOCK 12 IN INDIAN RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE COOK COUNTY RECORDER, AND THAT PART OF THE VACATED NORTH/SOUTH 7 FOOT ALLEY AS VACATED PER DOCUMENT 10343410 IN THE OFFICE OF THE COOK COUNTY RECORDER LYING EASTERLY OF LOTS 7 THROUGH 24 INCLUSIVE IN BLOCK 12 OF SAID INDIAN RIDGE SUBDIVISION, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE NORTHERN LINE OF SAID LOT 1, A DISTANCE OF 120.01 FEET TO ITS NORTHEASTERN CORNER, SAID POINT ALSO BEING ON THE WESTERN LINE OF THE 7 FOOT WIDE ALLEY DEDICATED ON SAID INDIAN RIDGE SUBDIVISION PLAT; THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE WESTERN LINE OF SAID 7 FOOT ALLEY A DISTANCE OF 164.95 FEET TO A POINT ON THE WESTERN EXTENSION OF THE SOUTHERN LINE OF MEA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1906, AS DOCUMENT NUMBER 3965096 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE WESTERN EXTENSION OF THE SOUTHERN LINE OF SAID MEA'S SUBDIVISION 7.00 FEET TO A POINT ON THE EASTERN

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LINE OF SAID 7 FOOT WIDE ALLEY, THENCE SOUTH 01 DEGREES 03 MINUTES 23 SECONDS EAST ALONG THE EASTERN LINE OF SAID 7 FOOT WIDE ALLEY 429.05 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF 118TH STREET AS DEDICATED PER SAID INDIAN RIDGE SUBDIVISION PLAT, THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG SAID NORTHERN RIGHT OF WAY OF 118TH STREET 127.01 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT OF WAY LINE OF BUFFALO AVENUE AS DEDICATED ON SAID INDIAN RIDGE SUBDIVISION PLAT, THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG THE EASTERN RIGHT OF WAY LINE OF SAID BUFFALO AVENUE 594.00 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT A POINT LYING 33.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, AND LYING 65.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) PARALLEL WITH AND 33 FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 803.24 FEET TO ITS INTERSECTION WITH THE EASTERN LINE OF THE NORTH/SOUTH 7 FOOT WIDE ALLEY DEDICATED ON INDIAN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 01 DEGREES 03 MINUTES 23 SECONDS WEST ALONG THE EASTERN LINE OF SAID 7 FOOT WIDE ALLEY A DISTANCE OF 429.05 FEET TO THE NORTHERN LINE OF THE SOUTHERN 462 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID LINE ALSO BEING THE SOUTHERN LINE OF MEA'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1906, AS DOCUMENT NUMBER 3965096 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE NORTHERN LINE OF THE SOUTHERN 462 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND ALONG THE SOUTHERN LINE OF SAID MEA'S SUBDIVISION, A DISTANCE OF 804.89 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID POINT LYING 65 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 09 SECONDS EAST ALONG THE WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID LINE BEING PARALLEL WITH AND 65 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 429.03 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 5 AND PARCEL 8:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

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BEGINNING AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, AND LYING 65.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG THE WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID LINE BEING PARALLEL WITH AND 65 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 782.10 FEET TO A POINT ON THE SOUTHERN LINE OF THE NORTHERN 815.05 FEET OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST PARALLEL WITH AND 815.05 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF AVENUE "O" PER A DEDICATION RECORDED AS DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1,836.53 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE OF AVENUE "O", SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 182.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 1,258.99 FEET TO THE EASTERN LINE OF THE 100 FOOT STRIP OF LAND GRANTED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD PER DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT STRIP OF LAND FOR VACATED BURLEY AND BRANDON AVENUE RECORDED PER DOCUMENT NUMBER 20477961 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERN LINE OF SAID 80 FOOT VACATION STRIP; (1) THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST 254.83 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE WEST; (2) THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,960.08 FEET AND AN ARC DISTANCE OF 462.42 FEET TO A POINT LYING 183 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 09 DEGREES 49 MINUTES 49 SECONDS EAST 461.35 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL WITH AND 183 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 266.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID

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SECTION 30, A DISTANCE OF 150.01 FEET TO A POINT LYING 33 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 183.26 FEET TO A POINT ON THE EASTERN LINE OF THE 80 FOOT DEDICATION FOR BURLEY AVENUE RECORDED AS DOCUMENT NUMBER 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT BEING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID BURLEY AVENUE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040.08 FEET AND AN ARC DISTANCE OF 1.27 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 25 MINUTES 08 SECONDS WEST 1.27 FEET; THENCE CONTINUING ALONG THE EASTERN LINE OF SAID BURLEY AVENUE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 31.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 14 FOOT DEDICATION STRIP FOR BURLEY AVENUE AS RECORDED PER DOCUMENT NUMBER 6342630 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID BURLEY AVENUE 33.01 FEET TO A POINT LYING 33 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF 80 FOOT WIDE VACATED BURLEY AVENUE RECORDED AS DOCUMENT NUMBER 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERN AND WESTERN LINES OF SAID VACATED BURLEY AVENUE; (1) THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST 80.03 FEET; (2) THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 2,581.00 FEET TO A POINT ON A LINE LYING 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1,287.83 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, AND LYING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID LINE ALSO BEING THE SOUTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, A DISTANCE OF 1,160.48 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY, SAID POINT LYING 100 FEET

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WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THAT 80 FOOT STRIP DEDICATED FOR BURLEY AVENUE RECORDED AS DOCUMENT 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,860.08 FEET AND AN ARC DISTANCE OF 583.54 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07 DEGREES 36 MINUTES 05 SECONDS WEST 581.15 FEET, THENCE CONTINUING ALONG THE WESTERN LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY SOUTH 16 DEGREES 35 MINUTES 20 SECONDS WEST 160.63 FEET TO THE NORTHEASTERN CORNER OF LOT 4 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG A NORTHEASTER LINE OF SAID LOT 4, A DISTANCE OF 334.47 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE NORTHERN LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF A DISTANCE OF 865.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE RECORDED AS DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG THE EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE 440.47 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS.

PARCEL 6 AND PARCEL 7:

THAT PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 19, IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT A POINT LYING 33.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, AND LYING 33.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG A LINE PARALLEL WITH AND 33 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SAID LINE ALSO BEING THE NORTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED AS DOCUMENT NUMBER 2559611 IN THE OFFICE OF THE COOK COUNTY RECORDER, A DISTANCE OF 1,159.80 FEET TO A POINT ON THE WESTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD PROPERTY RECORDED AS DOCUMENT NUMBER 6292041 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 100 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THAT 66 FOOT STRIP DEDICATED FOR BURLEY AVENUE RECORDED AS DOCUMENT NUMBER 2559611 IN THE OFFICE OF THE COOK COUNTY RECORDER, THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE WESTERN LINE OF SAID RAILROAD PROPERTY A DISTANCE OF 747.00 FEET TO A POINT LYING 662.00 FEET SOUTHERLY OF (AS MEASURED ALONG THE WESTERN LINE OF SAID RAILROAD PROPERTY) THE INTERSECTION OF THE WESTERN LINE OF SAID RAILROAD PROPERTY AND THE SOUTH LINE OF THE NORTH 1,204.34 FEET OF THE

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NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 33 MINUTES 51 SECONDS WEST 68.00 FEET TO A POINT LYING 68.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID RAILROAD PROPERTY; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST PARALLEL WITH AND 68.00 FEET WEST OF THE WESTERN LINE OF SAID RAILROAD PROPERTY 663.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1,204.34 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 1,204.34 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 29.01 FEET TO A POINT LYING 39.00 FEET WESTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF SAID RAILROAD PROPERTY; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ON THE NORTHERLY EXTENSION OF THE WESTERN LINE OF SAID RAILROAD PROPERTY 410.38 FEET TO THE SOUTHEASTERN CORNER OF THE 10.961 ACRE TRACT OF LAND CONVEYED TO SCPM, LLC ("SCPM") DESCRIBED AS EXHIBIT "A" AND RECORDED AS DOCUMENT NUMBER 0010119023 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHEASTERN AND SOUTHWESTERN LINES OF SAID "SCPM" TRACT; (1) THENCE SOUTH 56 DEGREES 38 MINUTES 21 SECONDS WEST 1,063.92 FEET; (2) THENCE NORTH 30 DEGREES 46 MINUTES 49 SECONDS WEST 513.24 FEET TO A CORNER OF THE TRACT CONVEYED TO SOUTH CHICAGO PROPERTY MANAGEMENT COMPANY, LTD DESCRIBED AS PARCEL 11 AND RECORDED AS DOCUMENT NUMBER 0010119019 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHEASTERN AND SOUTHERN LINES OF SAID SOUTH CHICAGO PROPERTY MANAGEMENT COMPANY PARCEL; (1) THENCE SOUTH 59 DEGREES 33 MINUTES 56 SECONDS WEST 382.42 FEET TO A POINT ON A LINE LYING 78.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE NORTH 1,204.34 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19 ("1,204.34 LINE"); (2) THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST PARALLEL WITH AND 78.00 FEET NORTHERLY OF SAID "1,204.34 LINE" A DISTANCE OF 287.95 FEET TO THE EASTERN CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT AS SHOWN ON SHEET 8 AND RECORDED AS DOCUMENT NUMBER 13058493 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING TWO (2) COURSES ARE ALONG SAID EASTERN CHANNEL LINE OF THE CALUMET RIVER; (1) THENCE SOUTH 00 DEGREES 18 MINUTES 35 SECONDS WEST 1,026.16 FEET; (2) THENCE SOUTH 03 DEGREES 09 MINUTES 27 SECONDS EAST 290.13 FEET TO A POINT ON A LINE LYING 200.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 42 MINUTES 19 SECONDS EAST PARALLEL WITH AND 200 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 647.20 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST PARALLEL WITH AND 200 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 33.01 FEET TO A POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 01 DEGREES 04 MINUTES 25 SECONDS EAST PARALLEL WITH AND 33 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 167.01 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS

AND...

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Issued By. Chicago Title Company, LLC
2441 Warrenville Rd, Suite 100
Lisle, IL 60532

SCHEDULE A

Address Reference: 11719-23 Burley Ave, Chicago, IL 60617

Date of Policy	Amount of Insurance
January 2, 2019	$35,000.00

1. Name of Insured:

   NP Avenue O, LLC, a Missouri limited liability company

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   NP Avenue O, LLC, a Missouri limited liability company

4. The Land referred to in this policy is described as follows:

LOTS 39, 40 AND 41 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869, AS DOCUMENT NUMBER 26596 IN THE OFFICE OF THE RECORDER, COOK COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT B-1

PHASE ONE PROPERTY

[legal description attached]

REDEVELOPMENT AGREEMENT - PHASE 1 AREA

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE SOUTHWEST QUARTER OF SECTION 19, AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID RIGHT OF WAY RECORDED PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, PER DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 182.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 1,258.99 FEET TO THE NORTHWESTERN CORNER OF LOT 7 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, SAID POINT LYING ON THE EASTERN LINE OF THE 100 FOOT STRIP OF LAND GRANTED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD PER DOCUMENT NUMBER 2907147 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED PER DOCUMENT NUMBER 20477961 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT ALSO BEING ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERN LINE OF LOT 4 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERN LINE OF LOT 4 AND ALONG THE NORTHEASTERN LINE OF LOT 4 IN THE AFORESAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION, A DISTANCE OF 471.85 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE NORTHERN LINE OF SAID LOT 4 AND ITS WESTERLY EXTENSION THEREOF A DISTANCE OF 865.01 FEET TO THE EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE RECORDED PER DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EASTERN RIGHT OF WAY LINE OF CARONDOLET AVENUE 440.47 FEET TO ITS INTERSECTION WITH THE SOUTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED PER DOCUMENT NUMBER 2559612 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE NORTH 00 DEGREES 51 MINUTES 05 SECONDS WEST 66.01 FEET TO THE POINT OF INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED PER DOCUMENT NUMBER 2559611 WITH A LINE LYING 33 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WESTERN LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, THENCE NORTH 01 DEGREES 04 MINUTES 25 SECONDS WEST PARALLEL WITH AND 33 FEET EASTERLY OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 167.01 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST PARALLEL WITH AND 200 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 A DISTANCE OF 11.75 FEET; THENCE NORTH 16 DEGREES 43 MINUTES 59 SECONDS WEST 276.38 FEET TO THE EDGE OF

WATER OF THE CALUMET RIVER, THENCE NORTH 73 DEGREES 16 MINUTES 01 SECONDS EAST ALONG THE EDGE OF WATER OF THE CALUMET RIVER 50.00 FEET, THENCE SOUTH 16 DEGREES 43 MINUTES 59 SECONDS EAST 437.48 FEET; THENCE SOUTH 28 DEGREES 39 MINUTES 28 SECONDS EAST 30.91 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF 122ND STREET RECORDED PER DOCUMENT NUMBER 2559611; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG SAID NORTHERN RIGHT OF WAY LINE AND ITS EASTERLY EXTENSION, SAID LINE BEING PARALLEL WITH AND 33 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1,165.62 FEET TO THE EASTERN LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD, SAID LINE ALSO BEING THE WESTERN LINE OF THE 80 FOOT WIDE RESERVATION OF EASEMENT TO THE CITY OF CHICAGO, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY RECORDED PER DOCUMENT 20477960 IN THE OFFICE OF THE COOK COUNTY RECORDER, THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP 369.02 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 48 SECONDS EAST PERPENDICULAR TO THE WESTERN LINE OF SAID 80 FOOT WIDE RESERVATION OF EASEMENT STRIP A DISTANCE OF 80.00 FEET; THENCE SOUTH 26 DEGREES 41 MINUTES 56 SECONDS EAST 99.73 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST 160.98 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH, SAID POINT OF CURVATURE LYING NORTH 00 DEGREES 41 MINUTES 55 SECONDS WEST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT 150.40 FEET TO ITS POINT OF TANGENCY, SAID POINT LYING NORTH 17 DEGREES 08 MINUTES 32 SECONDS EAST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 46 MINUTES 41 SECONDS EAST 149.79 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 28 SECONDS EAST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, SAID POINT OF CURVATURE LYING SOUTH 17 DEGREES 08 MINUTES 32 SECONDS WEST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT 125.61 FEET TO ITS POINT OF TANGENCY, SAID POINT OF TANGENCY LYING SOUTH 00 DEGREES 06 MINUTES 58 SECONDS EAST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 29 MINUTES 13 SECONDS EAST 125.13 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST 628.81 FEET TO A POINT ON THE AFORESAID WESTERN RIGHT OF WAY LINE OF AVENUE O; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE 248.93 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS, CONTAINING 49.659 ACRES MORE OR LESS.

EXHIBIT C

TIF-ELIGIBLE IMPROVEMENTS*

[see attached]

*Notwithstanding the total of TIF-Eligible Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in **Section 4.03** and shall not exceed $52,000,000.

EXHIBIT C

TIF-FUNDED IMPROVEMENTS

	Phase 1 TIF-Eligible Budget	Phases 2-6 TIF Eligible Budget	Total TIF- Eligible Budget
Acquisition	$13,758,582.00		$13,758,582.00
Hard Costs			
Demo Existing Underground Structures	$125,000.00	$460,814 00	$585,814.00
Import Fill Dirt	$2,370,407.00	$8,738,529.00	$11,108,936.00
Slag Remediation	$900,000.00	$3,317,859 00	$4,217,859.00
Environmental Remediation	$300,000.00	$1,105,953 00	$1,405,953.00
Park Infrastructure			
Site Paving	$1,880,093.00	$9,766,207 00	$11,646,300.00
Landscaping			
Vapor Barrier	$537,000.00	$2,850,591.00	$3,387,591.00
Permit and Tap Fees			
Shell Construction			
Concrete Wall Panels			
LED Lighting			
Demising Wall			
Capitaized TI Allowance			
Total Hard Costs	**$3,695,407.00**	**$13,623,155.00**	**$32,352,453.00**
Soft Costs/Fees			
Remediation Soft Costs	$202,241.00	$788,525.00	$990,766.00
Architectual			
Building and Park Engineering			
Geotech Subsurfice	$25,242.00	$104,758.00	$130,000.00
Environmental Consulting	$89,810.00	$65,000.00	$154,810.00
Special Inspections			
Foundation Survey			
Post Construction Alta Survey			
Printing			
Soft Cost Contingency			
Construction Loan Costs			
Interest Carry	$240,090.00	$957,588.00	$1,197,678.00
Startup Loss			
Land and Infrastructure Carry			
Leasing Commissions			
Project Contingency			
Northpoint Fee			
Development Fee			
Total Soft Costs	**$557,383.00**	**$1,915,871.00**	**$2,473,254.00**

Total	$18,011,372.00	$15,539,026.00	$48,584,289.00

EXHIBIT C-1

PHASE ONE TIF-ELIGIBLE IMPROVEMENTS*

[see attached]

*Notwithstanding the total of Phase One TIF-Eligible Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in **Section 4.03**.

TIF-FUNDED IMPROVEMENTS

	Phase 1 TIF-Eligible Budget	Phases 2-6 TIF Eligible Budget	Total TIF- Eligible Budget
Acquisition	**$13,758,582.00**		**$13,758,582.00**
Hard Costs			
Demo Existing Underground Structures	$125,000.00	$460,814.00	$585,814.00
Import Fill Dirt	$2,370,407.00	$8,738,529.00	$11,108,936.00
Slag Remediation	$900,000 00	$3,317,859.00	$4,217,859.00
Environmental Remediation	$300,000.00	$1,105,953.00	$1,405,953.00
Park Infrastructure			
Site Paving	$1,880,093.00	$9,766,207.00	$11,646,300.00
Landscaping			
Vapor Barrier	$537,000.00	$2,850,591.00	$3,387,591.00
Permit and Tap Fees			
Shell Construction			
Concrete Wall Panels			
LED Lighting			
Demising Wall			
Capitaized TI Allowance			
Total Hard Costs	**$3,695,407.00**	**$13,623,155.00**	**$32,352,453.00**
Soft Costs/Fees			
Remediation Soft Costs	$202,241.00	$788,525.00	$990,766.00
Architectual			
Building and Park Engineering			
Geotech Subsurfice	$25,242.00	$104,758.00	$130,000.00
Environmental Consulting	$89,810.00	$65,000.00	$154,810.00
Special Inspections			
Foundation Survey			
Post Construction Alta Survey			
Printing			
Soft Cost Contingency			
Construction Loan Costs			
Interest Carry	$240,090.00	$957,588.00	$1,197,678.00
Startup Loss			
Land and Infrastructure Carry			
Leasing Commissions			
Project Contingency			
Northpoint Fee			
Development Fee			
Total Soft Costs	**$557,383.00**	**$1,915,871.00**	**$2,473,254.00**
Total	$18,011,372.00	$15,539,026.00	$48,584,289.00

EXHIBIT D

STREETS PROJECT

[not attached for ordinance]

EXHIBIT E

CONSTRUCTION CONTRACT

[not attached for ordinance]

EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

EXHIBIT H-1

PROJECT BUDGET

[attached]

EXHIBIT H-1

PROJECT BUDGET

	Phase 1 Project Budget	Phases 2-6 Budget	Total Project Budget
Acquisition	$13,758,582		$13,758,582
Hard Costs			
Demo Existing Underground Structures	$125,000	$460,814	$585,814
Import Fill Dirt	$2,370,407	$8,738,529	$11,108,936
Slag Remediation	$900,000	$3,317,859	$4,217,859
Environmental Remediation	$300,000	$1,105,953	$1,405,953
Park Infrastructure	$1,192,506	$4,396,185	$5,588,691
Site Paving	$1,880,093	$9,766,207	$11,646,300
Landscaping	$225,000	$1,168,770	$1,393,770
Vapor Barrier	$537,000	$2,850,591	$3,387,591
Permit and Tap Fees	$392,567	$3,650,788	$4,043,355
Shell Construction	$8,901,683	$46,240,095	$55,141,778
Concrete Wall Panels	$1,636,180	$8,499,193	$10,135,373
LED Lighting	$107,400	$570,118	$677,518
Demising Wall	$432,716	$2,145,690	$2,578,406
Capitaized TI Allowance	$1,442,388	$7,594,004	$9,036,392
Total Hard Costs	**$20,442,940**	**$100,504,796**	**$120,947,736**
Soft Costs/Fees			
Remediation Soft Costs	$202,241	$788,525	$990,766
Architectual	$274,348	$1,419,976	$1,694,324
Building and Park Engineering	$190,382	$939,167	$1,129,549
Geotech Subsurfice	$25,242	$104,758	$130,000
Environmental Consulting	$89,810	$65,000	$154,810
Special Inspections	$118,997	$940,197	$1,059,194
Foundation Survey	$2,500	$12,500	$15,000
Post Construction Alta Survey	$25,000	$118,500	$143,500
Printing	$36,060	$75,000	$111,060
Soft Cost Contingency	$25,000	$128,457	$153,457
Construction Loan Costs	$138,000	$603,865	$741,865
Interest Carry	$800,300	$3,191,960	$3,992,260
Startup Loss	$452,188	$1,052,035	$1,504,223
Land and Infrastructure Carry	$754,834	$1,724,695	$2,479,529
Leasing Commissions	$885,876	$4,611,082	$5,496,958
Project Contingency	$668,239	$3,439,781	$4,108,020
Northpoint Fee	$68,513	$318,156	$386,669
Development Fee	$959,188	$4,502,377	$5,461,565
Total Soft Costs	**$5,716,718**	**$24,036,031**	**$29,752,749**

Total	$39,918,240	$124,540,827	$164,459,067

EXHIBIT H-2

MBE/WBE BUDGET

[attached]

EXHIBIT H-2
MBE/WBE BUDGET

	Phase 1 MBE/WBE Budget	Phase 2-6 MBE/WBE Budget	Total MBE/WBE Budget
Hard Costs			
Demo Existing Underground Structures	$125,000	$460,814	$585,814
Import Fill Dirt	$2,370,407	$8,738,529	$11,108,936
Slag Remediation	$900,000	$3,317,859	$4,217,859
Environmental Remediation	$300,000	$1,105,953	$1,405,953
Park Infrastructure	$1,192,506	$4,396,185	$5,588,691
Site Paving	$1,880,093	$9,766,207	$11,646,300
Landscaping	$225,000	$1,168,770	$1,393,770
Vapor Barrier	$537,000	$2,850,591	$3,387,591
Permit and Tap Fees	$392,567	$3,650,788	$4,043,355
Shell Construction	$8,901,683	$46,240,095	$55,141,778
Concrete Wall Panels	$1,636,180	$8,499,193	$10,135,373
LED Lighting	$107,400	$570,118	$677,518
Demising Wall	$432,716	$2,145,690	$2,578,406
Capitalized TI Allowance			
Total Hard Costs	**$19,000,552**	**$92,910,792**	**$111,911,344**
Soft Costs/Fees			
Remediation Soft Costs			
Architectual			
Building and Park Engineering			
Geotech Subsurfice			
Environmental Consulting			
Special Inspections			
Foundation Survey			
Post Construction Alta Survey			
Printing			
Soft Cost Contingency			
Construction Loan Costs			
Interest Carry			
Startup Loss			
Land and Infrastructure Carry			
Leasing Commissions			
Project Contingency			
Northpoint Fee			
Development Fee			
Total Soft Costs			

Total		**$19,000,552**	**$92,910,792**	**$111,911,344**
	MBE	$4,940,144	$24,156,806	$29,096,949
	WBE	$1,140,033	$5,574,648	$6,714,681

EXHIBIT I

APPROVED PRIOR EXPENDITURES

[not attached for ordinance]

Total Approved Prior Expenditures* **$**

* This constitutes DPD's acknowledgement of certain Equity or Lender Financing contributed by Developer to the Project prior to the Closing Date, but said expenditures are not necessarily TIF-Eligible Improvements.

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

—, ——

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the ADeveloper"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the AProject"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hercinafter referred to as the ADocuments":

(a) _____ Redevelopment Agreement (the AAgreement") of even date herewith, executed by the Developer and the City of Chicago (the ACity");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or By-Laws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the

number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By:_____
Name:_____

EXHIBIT L

REQUISITION FORM

STATE OF)
) SS
COUNTY OF)

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to that certain _____ Redevelopment Agreement between the Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made to date.

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Eligible Improvements for the Project reimbursed by the City to date:

$_____

C. The Developer requests reimbursement for the following costs of TIF-Eligible Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By:_____
Name
Title:_____

Subscribed and sworn before me this ___ day of _____
_____.

_____
My commission expires:_____

Agreed and accepted:

_____
Name
Title:_____
City of Chicago
Department of Planning and Development

EXHIBIT N

FORM OF SUBORDINATION AGREEMENT

[not attached for ordinance]

EXHIBIT O

FORM OF PAYMENT BOND

[not attached for ordinance]

EXHIBIT P

NOTICE OF PROPOSED APPROVED PURCHASER

[not attached for ordinance]

EXHIBIT Q

PARTIAL ASSUMPTION AGREEMENT

[not attached for ordinance]

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NH35-FDC Chicago LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

OR

2. [x] a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: NP Avenue O, LLC

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 6600 France Avenue S., Ste. 550,
Minneapolis, MN 55435

C. Telephone: 952-324-8905 Fax: 952-324-8999 Email: kevinb@olympusventures.com

D. Name of contact person: Kevin S. Bergman

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Redevelopment Agreement for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # and Contract #

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[x] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [x] No [ ] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures,** each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
The Richard M. Schulze Revocable Trust u/a dated June 14, 2001	Manager
Richard M. Schulze	President
Kevin S.Bergman	Vice President and Secretary
Joseph S. Langel	Vice President and Treasurer

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Richard M. Schulze Revocable Trust u/a dated June 14, 2001	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	

* Remaining ownership interest held by individuals and entities holding less than 7.5% interest in Disclosing Party

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [x] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [x] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes [x] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [x] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[ ] is [x] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x__ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded,** proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question (1) or (2) above, please provide an explanation:

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NH35-FDC Chicago LLC

(Print or type exact legal name of Disclosing Party)

By: KS Bergman
(Sign here)

Kevin S. Bergman
(Print or type name of person signing)

Vice President and Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) Jan 23 2019,

at Collier County, FL (state).

Mary Beth Geier
Notary Public

Commission expires: May 26, 2019

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes [x] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes [ ] No [x] The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

[ ] Yes

[ ] No

[x] N/A – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Richard M. Schulze Revocable Trust u/a dated June 14, 2001, as amended

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

OR

2. [X] a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: NP Avenue O LLC

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 6600 France Avenue S., Ste. 550,
Minneapolis, MN 55435

C. Telephone: 952-324-8900 Fax: 952-324-8999 Email: kevinb@olympusventures.com

D. Name of contact person: Richard M. Schulze

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Redevelopment Agreement for property generally located at 118th and Avenue O

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[x] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Florida

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [x] No [ ] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Richard M. Schulze	Trustee
Elliot S. Kaplan	Trustee

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Richard M. Schulze	6600 France Avenue S., Ste. 550, Minneapolis, MN 55435	

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [x] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [x] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
[ ] Yes [x] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [x] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[ ] is [x] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x__ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question (1) or (2) above, please provide an explanation:

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Richard M. Schulze Revocable Trust u/a dated June 14, 2001, as amended
(Print or type exact legal name of Disclosing Party)

By: Richard M Schulze
(Sign here)

Richard M Schulze
(Print or type name of person signing)

Trustee
(Print or type title of person signing)

Signed and sworn to before me on (date) Jan 17, 2019,

at Collier County, FL (state).

Mary Beth Geier
Notary Public

MARY BETH GEIER
Notary Public - State of Florida
Commission # FF 195097
My Comm. Expires May 26, 2019
Bonded through National Notary Assn.

Commission expires: 5-26-19

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes [x] No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes [ ] No [x] The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

[ ] Yes

[ ] No

[x] N/A – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

_____

_____

_____