
2014 Annual Report

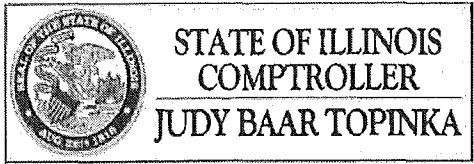
Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area



Pursuant to 65 ILCS 5/11-74.4-5(d)

JUNE 30, 2015

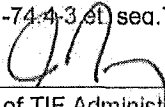
FY 2014
ANNUAL TAX INCREMENT FINANCE
REPORT



Name of Municipality: City of Chicago Reporting Fiscal Year: 2014
 County: Cook Fiscal Year End: 12 /31/2014
 Unit Code: 016/620/30

TIF Administrator Contact Information

First Name: Andrew J. Last Name: Mooney
 Address: City Hall, 121 N. LaSalle Title: Administrator
 Telephone: (312) 744 0025 City: Chicago, IL Zip: 60602
 Mobile: n/a E-mail: TIFReports@cityofchicago.org
 Mobile: _____ Best way to Email _____ Phone _____
 Provider: n/a contact _____ Mobile _____ Mail _____

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____
 is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

 _____ Date: June 30, 2015

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated	Date Terminated
24th/Michigan	7/21/1999	7/21/2022
26th and King Drive	1/11/2006	12/31/2030
35th and Wallace	12/15/1999	12/31/2023
35th/Halsted	1/14/1997	12/31/2021
35th/State	1/14/2004	12/31/2028
43rd/Cottage Grove	7/8/1998	12/31/2022
45th/Western Industrial Park Conservation Area	3/27/2002	12/31/2014
47th/Ashland	3/27/2002	12/31/2026
47th/Halsted	5/29/2002	12/31/2026
47th/King Drive	3/27/2002	12/31/2026
47th/State	7/21/2004	12/31/2028
49th Street/St. Lawrence Avenue	1/10/1996	12/31/2020
51st/ Archer	5/17/2000	12/31/2024
51st/Lake Park	11/15/2012	12/31/2036
53rd Street	1/10/2001	12/31/2025
60th and Western	5/9/1996	5/9/2019
63rd/Ashland	3/29/2006	12/31/2030
63rd/Pulaski	5/17/2000	12/31/2024
67th/Cicero	10/2/2002	12/31/2026
67th/Wentworth	5/4/2011	12/31/2035
69th/Ashland	11/3/2004	12/31/2028
71st and Stony Island	10/7/1998	10/7/2021
73rd/University	9/13/2006	12/31/2030
79th and Cicero	6/8/2005	12/31/2029

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Name of Municipality: Chicago
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Reporting Fiscal Year: **2014**
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79th Street Corridor	7/8/1998	7/8/2021
79th Street/Southwest Highway	10/3/2001	12/31/2025
79th/Vincennes	9/27/2007	12/31/2031
83rd/Stewart	3/31/2004	12/31/2028
87th/Cottage Grove	11/13/2002	12/31/2026
95th and Western	7/13/1995	7/13/2018
95th Street and Stony Island	5/16/1990	12/31/2014
105th/Vincennes	10/3/2001	12/31/2025
107th Halsted	4/2/2014	12/31/2038
111th Street/Kedzie Avenue Business District	9/29/1999	9/29/2022
119th and Halsted	2/6/2002	12/31/2026
119th/I-57	11/6/2002	12/31/2026
126th and Torrence	12/21/1994	12/21/2017
134th and Avenue K	3/21/2008	12/31/2014
Addison Corridor North	6/4/1997	6/4/2020
Addison South	5/9/2007	12/31/2031
Archer Courts	5/12/1999	12/31/2023
Archer/ Central	5/17/2000	12/31/2024
Archer/Western	2/11/2009	12/31/2033
Armitage/Pulaski	6/13/2007	12/31/2031
Austin Commercial	9/27/2007	12/31/2031
Avalon Park/South Shore	7/31/2002	12/31/2026
Avondale	7/29/2009	12/31/2033
Belmont/Central	1/12/2000	12/31/2024
Belmont/Cicero	1/12/2000	12/31/2024
Bronzeville	11/4/1998	12/31/2022
Bryn Mawr/Broadway	12/11/1996	12/11/2019
Calumet Avenue/Cermak Road	7/29/1998	7/29/2021
Calumet River	3/10/2010	12/31/2034
Canal/Congress	11/12/1998	12/31/2022
Central West	2/16/2000	12/31/2024
Chicago/ Kingsbury	4/12/2000	12/31/2024
Chicago/Central Park	2/27/2002	12/31/2026
Chicago Lakeside Development – Phase 1 (USX)	5/12/2010	12/31/2034
Cicero/Archer	5/17/2000	12/31/2024
Clark Street and Ridge Avenue	9/29/1999	9/29/2022
Clark/Montrose	7/7/1999	7/7/2022
Commercial Avenue	11/13/2002	12/31/2026
Devon/Sheridan	3/31/2004	12/31/2028
Devon/Western	11/3/1999	12/31/2023
Diversey/Narragansett	2/5/2003	12/31/2027
Division/Homan	6/27/2001	12/31/2025

Name of Municipality: Chicago
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Reporting Fiscal Year: **2014**
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Drexel Boulevard	7/10/2002	12/31/2026
Edgewater/ Ashland	10/1/2003	12/31/2027
Elston/Armstrong Industrial Corridor	7/19/2007	12/31/2031
Englewood Mall	7/10/1996	7/10/2019
Englewood Neighborhood	6/27/2001	12/31/2025
Ewing Avenue	3/10/2010	12/31/2034
Forty-first Street and Dr. Martin Luther King, Jr. Drive	7/13/1994	12/31/2018
Foster California	4/2/2014	12/31/2038
Fullerton/ Milwaukee	2/16/2000	12/31/2024
Galewood/Armitage Industrial	7/7/1999	7/7/2022
Goose Island	7/10/1996	7/10/2019
Greater Southwest Industrial Corridor (East)	3/10/1999	12/31/2023
Greater Southwest Industrial Corridor (West)	4/12/2000	12/31/2024
Harlem Industrial Park Conservation Area	3/14/2007	12/31/2031
Harrison/Central	7/26/2006	12/31/2030
Hollywood/Sheridan	11/7/2007	12/31/2031
Homan-Arthington	2/5/1998	2/5/2021
Humboldt Park Commercial	6/27/2001	12/31/2025
Irving Park/Elston	5/13/2009	12/31/2033
Irving/Cicero	6/10/1996	12/31/2020
Jefferson Park Business District	9/9/1998	9/9/2021
Jefferson/ Roosevelt	8/30/2000	12/31/2024
Kennedy/Kimball	3/12/2008	12/31/2032
Kinzie Industrial Corridor	6/10/1998	6/10/2021
Kostner Avenue	11/5/2008	12/31/2014
Lake Calumet Area Industrial	12/13/2000	12/31/2024
Lakefront	3/27/2002	12/31/2026
LaSalle Central	11/15/2006	12/31/2030
Lawrence/ Kedzie	2/16/2000	12/31/2024
Lawrence/Broadway	6/27/2001	12/31/2025
Lawrence/Pulaski	2/27/2002	12/31/2026
Lincoln Avenue	11/3/1999	12/31/2023
Lincoln-Belmont-Ashland	11/2/1994	12/31/2018
Little Village East	4/22/2009	12/31/2033
Little Village Industrial Corridor	6/13/2007	12/31/2031
Madden/Wells	11/6/2002	12/31/2026
Madison/Austin Corridor	9/29/1999	12/31/2023
Michigan/Cermak	9/13/1989	12/31/2013
Midway Industrial Corridor	2/16/2000	12/31/2024
Midwest	5/17/2000	12/31/2024
Montclare	8/30/2000	12/31/2024
Montrose/Clarendon	6/30/2010	12/31/2034
Near North	7/30/1997	7/30/2020
Near South	11/28/1990	12/31/2014

Name of Municipality: Chicago
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Reporting Fiscal Year: **2014**
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North Branch (North)	7/2/1997	12/31/2021
North Branch (South)	2/5/1998	2/5/2021
North Pullman	6/30/2009	12/31/2033
North-Cicero	7/30/1997	7/30/2020
Northwest Industrial Corridor	12/2/1998	12/2/2021
Ogden/Pulaski	4/9/2008	12/31/2032
Ohio/Wabash	6/7/2000	12/31/2024
Pershing/King	9/5/2007	12/31/2031
Peterson/Cicero	2/16/2000	12/31/2024
Peterson/Pulaski	2/16/2000	12/31/2024
Pilsen Industrial Corridor	6/10/1998	12/31/2022
Portage Park	9/9/1998	9/9/2021
Pratt/Ridge Industrial Park Conservation Area	6/23/2004	12/31/2028
Pulaski Corridor	6/9/1999	6/9/2022
Randolph and Wells	6/9/2010	12/31/2034
Ravenswood Corridor	3/9/2005	12/31/2029
Read-Dunning	1/11/1991	12/31/2015
River South	7/30/1997	7/30/2020
River West	1/10/2001	12/31/2025
Roosevelt/Canal	3/19/1997	12/31/2021
Roosevelt/Cicero	2/5/1998	2/5/2021
Roosevelt/Racine	11/4/1998	12/31/2022
Roosevelt/Union	5/12/1999	5/12/2022
Roosevelt-Homan	12/5/1990	12/31/2014
Roseland/Michigan	1/16/2002	12/31/2026
Sanitary Drainage and Ship Canal	7/24/1991	12/31/2015
South Chicago	4/12/2000	12/31/2024
South Works Industrial	11/3/1999	12/31/2023
Stevenson/Brighton	4/11/2007	12/31/2031
Stockyards Annex	12/11/1996	12/31/2020
Stockyards Southeast Quadrant Industrial	2/26/1992	2/26/2015
Stony Island Avenue Commercial and Burnside Industrial Corridors	6/10/1998	12/31/2034
Touhy/Western	9/13/2006	12/31/2030
Washington Park	10/8/2014	12/31/2038
Weed/Fremont	1/8/2008	12/31/2032
West Irving Park	1/12/2000	12/31/2024
West Pullman Industrial Park Conservation Area	3/11/1998	12/31/2014
West Woodlawn	5/12/2010	12/31/2034
Western Avenue North	1/12/2000	12/31/2024
Western Avenue Rock Island	2/8/2006	12/31/2030
Western Avenue South	1/12/2000	12/31/2024
Western/Ogden	2/5/1998	2/5/2021
Wilson Yard	6/27/2001	12/31/2025
Woodlawn	1/20/1999	1/20/2022

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014**

Stony Island Avenue Commercial and Burnside Industrial Corridors	
Name of Redevelopment Project Area:	Redevelopment Project Area
Primary Use of Redevelopment Project Area*:	Industrial
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	<input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2014, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2014

TIF NAME: Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area

Fund Balance at Beginning of Reporting Period \$ 6,077,848

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	2,731,992	\$ 29,259,628	95%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	19,053	421,627	1%
Land/Building Sale Proceeds			0%
Note Proceeds		1,000,000	3%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period 2,751,045

Cumulative Total Revenues/Cash Receipts \$ 30,681,255 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) 1,177,678

Transfers to Municipal Sources 1,765,123

Distribution of Surplus -

Total Expenditures/Disbursements 2,942,801

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS (191,756)

FUND BALANCE, END OF REPORTING PERIOD* \$ 5,886,092

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Total Amount Designated (Carried forward from Section 3.3) \$ 5,886,092

(a) Cumulative figures for the categories of 'Interest,' 'Land/Building Sale Proceeds' and 'Other' may not be fully available for this report due to either: (i) the disposal of certain older records pursuant to the City's records retention policy, or (ii) the extraordinary administrative burden of developing cumulative City records prior to the City's conversion to its current accounting system in 2003.

SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 1,177,678

Section 3.2 B

FY 2014

TIF NAME: Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelo

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

Name	Service	Amount
City Staff Costs ¹	Administration	\$57,751
A. Finkl & Sons	Development	\$500,000
Greenwood on 87th LLC	Development	\$345,358
SomerCor 504, Inc.	Rehabilitation Program	\$74,324
Midway Broadcasting	Job Training	\$18,085

¹ Costs relate directly to the salaries and fringe benefits of employees working solely on tax increment financing districts.

* This table may include payments for Projects that were undertaken prior to 11/1/1999.

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area

FUND BALANCE, END OF REPORTING PERIOD \$ 5,886,092

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Restricted for debt service	\$ -	\$ -

Total Amount Designated for Obligations \$ -

2. Description of Project Costs to be Paid

Restricted for future redevelopment project costs		\$ 5,886,092

Total Amount Designated for Project Costs \$ 5,886,092

TOTAL AMOUNT DESIGNATED \$ 5,886,092

SURPLUS*/(DEFICIT) \$ -

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts (see instructions and statutes).

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 X **No property was acquired by the Municipality Within the Redevelopment Project Area**

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2014

TIF NAME: **Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area**
 SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF
 REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area: _____

ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below* 5

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
TOTAL:			
Private Investment Undertaken	\$ 3,277,615	\$ -	\$ 155,130,709
Public Investment Undertaken	\$ 5,848,434	\$ 471,163	\$ 27,520,000
Ratio of Private/Public Investment	51/91		5 7/11

Project 1:**Greenwood Associates, LP**

Project is Ongoing ***

Private Investment Undertaken			\$ 12,881,599
Public Investment Undertaken	\$ 2,854,221	\$ 271,163	\$ 2,600,000
Ratio of Private/Public Investment	0		4 21/22

Project 2:**Small Business Improvement Fund (SBIF) ****

Project is Ongoing ***

Private Investment Undertaken (See Instructions)			\$ 3,000,000
Public Investment Undertaken	\$ 1,127,828	\$ 200,000	\$ 2,000,000
Ratio of Private/Public Investment	0		1 1/2

Project 3:**WVON Radio**

Project Completed

Private Investment Undertaken (See Instructions)	\$ 3,277,615		\$ -
Public Investment Undertaken	\$ 1,000,000		\$ -
Ratio of Private/Public Investment	3 5/18		0

Project 4:**TIFWorks - Stony Island Burnside ****

Project is Ongoing ***

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 366,385		\$ 420,000
Ratio of Private/Public Investment	0		0

Project 5:**A. Finkl & Sons Co.**

Project is Ongoing ***

Private Investment Undertaken (See Instructions)			\$ 139,249,110
Public Investment Undertaken	\$ 500,000		\$ 22,500,000
Ratio of Private/Public Investment	0		6 17/90

Project 6:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 7:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 8:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 9:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

** Depending on the particular goals of this type of program, the City may: i) make an advance disbursement of the entire public investment amount to the City's program administrator, ii) disburse the amounts through an escrow account, or iii) pay the funds out piecemeal to the program administrator or to the ultimate grantee as each ultimate grantee's work is approved under the program.

*** As of the last date of the reporting fiscal year, the construction of this Project was ongoing; the Private Investment Undertaken and Ratio figures for this Project will be reported on the Annual Report for the fiscal year in which the construction of the Project is completed and the total Private Investment figure is available.

General Notes

(a) Each actual or estimated Public Investment reported here is, to the extent possible, comprised only of payments financed by tax increment revenues. In contrast, each actual or estimated Private Investment reported here is, to the extent possible, comprised of payments financed by revenues that are not tax increment revenues and, therefore, may include private equity, private lender financing, private grants, other public monies, or other local, state or federal grants or loans.

(b) Each amount reported here under Public Investment Undertaken, Total Estimated to Complete Project, is the maximum amount of payments financed by tax increment revenues that could be made pursuant to the corresponding Project's operating documents, but not including interest that may later be payable on developer notes, and may not necessarily reflect actual expenditures, if any, as reported in Section 3 herein. The total public investment amount ultimately made under each Project will depend upon the future occurrence of various conditions, including interest that may be payable on developer notes as set forth in the Project's operating documents.

(c) Each amount reported here under Public Investment Undertaken, 11/1/1999 to Date, is cumulative from the Date of execution of the corresponding Project to the end of the reporting year, and may include interest amounts paid to finance the Public Investment amount. Projects undertaken prior to 11/1/1999 are not reported on this table.

(d) Intergovernmental agreements, if any, are reported on Attachment M hereto.

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois.

**SECTION 6
FY 2014**

TIF NAME: Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area
Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

_____ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
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	\$ -

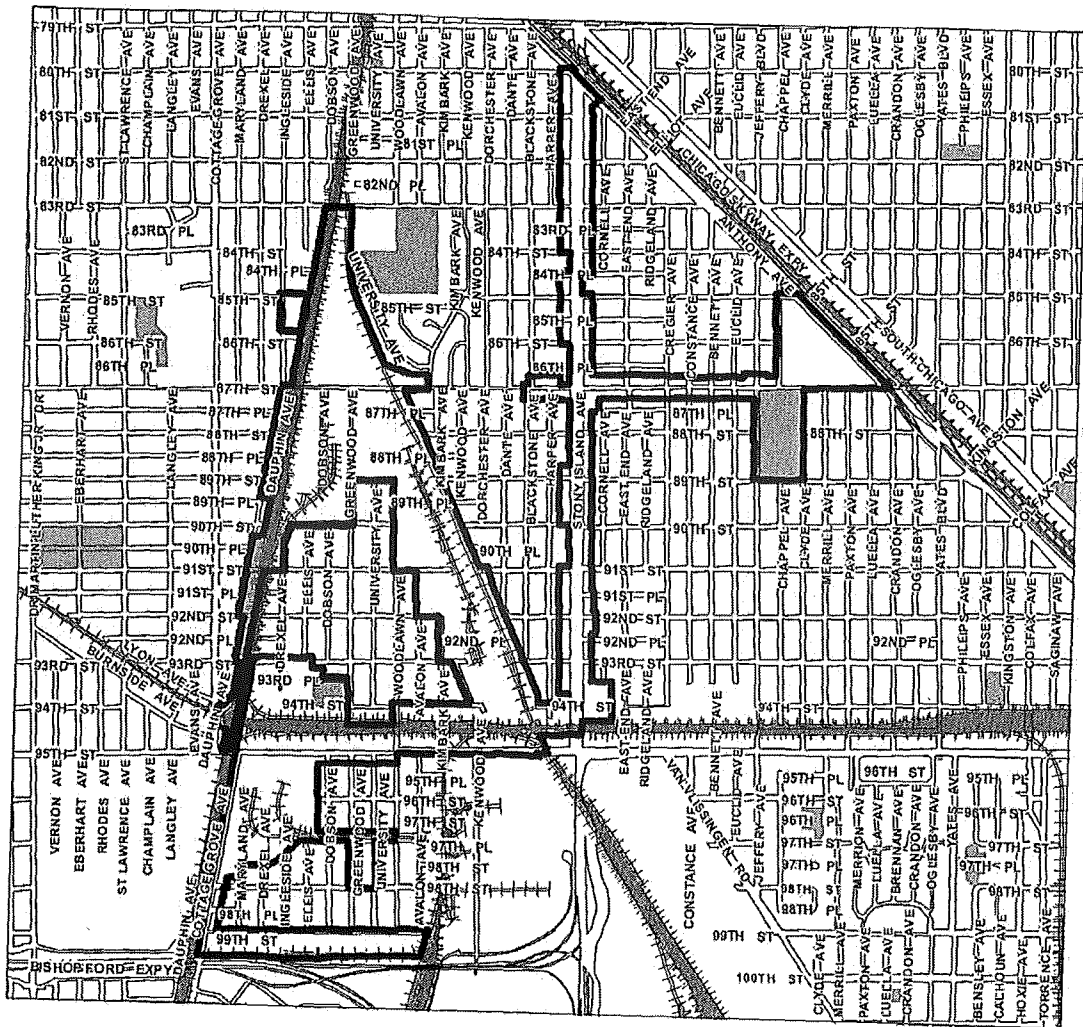
SECTION 7
Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8
Provide a general description of the redevelopment project area using only major boundaries:

Optional Documents	Enclosed	
Legal description of redevelopment project area		
Map of District	X	

Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area 2014 Annual Report



STATE OF ILLINOIS)

) SS

Attachment B

COUNTY OF COOK)

CERTIFICATION

TO:

Leslie Geissler Munger
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Jesse Ruiz
Interim Chief Executive Officer
Chicago Board of Education
42 West Madison Street
Chicago, Illinois 60603

James R. Dempsey
Associate Vice Chancellor-Finance
City Colleges of Chicago
226 West Jackson Boulevard, Room 1125
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street, Room 2429
Chicago, Illinois 60611

Michael Jasso
Bureau Chief
Cook County Bureau of Economic Dev.
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

Douglas Wright
South Cook County Mosquito Abatement
District
155th & Dixie Highway
P.O. Box 1030
Harvey, Illinois 60426

Lawrence Wilson, Comptroller
Forest Preserve District of Cook County
69 W. Washington Street, Suite 2060
Chicago, IL 60602

Michael P. Kelly, General Superintendent &
CEO
Chicago Park District
541 North Fairbanks, 7th Floor
Chicago, Illinois 60611

I, Rahm Emanuel, in connection with the annual report (the "Report") of information required by Section 11-74.4-5(d) of the Tax Increment Allocation Redevelopment Act, 65 ILCS/11-74.4-1 et seq., (the "Act") with regard to the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area (the "Redevelopment Project Area"), do hereby certify as follows:

Attachment B

1. I am the duly qualified and acting Mayor of the City of Chicago, Illinois (the "City") and, as such, I am the City's Chief Executive Officer. This Certification is being given by me in such capacity.

2. During the preceding fiscal year of the City, being January 1 through December 31, 2014, the City complied, in all material respects, with the requirements of the Act, as applicable from time to time, regarding the Redevelopment Project Area.

3. In giving this Certification, I have relied on the opinion of the Corporation Counsel of the City furnished in connection with the Report.

4. This Certification may be relied upon only by the addressees hereof.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of this 30th day of June, 2015.

A handwritten signature in black ink that reads "Rahm Emanuel" followed by a stylized flourish or date "3/2/15".

Rahm Emanuel, Mayor
City of Chicago, Illinois



June 30, 2015

DEPARTMENT OF LAW

Attachment C

CITY OF CHICAGO

Leslie Geissler Munger
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Jesse Ruiz
Interim Chief Executive Officer
Chicago Board of Education
42 West Madison Street
Chicago, Illinois 60603

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Michael P. Kelly, General Superintendent
& CEO
Chicago Park District
541 North Fairbanks, 7th Floor
Chicago, Illinois 60611

Re: Stony Island Avenue Commercial and Burnside Industrial Corridors
Redevelopment Project Area (the "Redevelopment Project Area")

Dear Addressees:

I am the Corporation Counsel of the City of Chicago, Illinois (the "City") and, in such capacity, I am the head of the City's Law Department. In such capacity, I am providing the opinion required by Section 11-74.4-5(d)(4) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), in connection with the submission of the report (the "Report") in accordance with, and containing the information required by, Section 11-74.4-5(d) of the Act for the Redevelopment Project Area.

Attorneys, past and present, in the Law Department of the City and familiar with the requirements of the Act, have had general involvement in the proceedings affecting the Redevelopment Project Area, including the preparation of ordinances adopted by the City Council of the City with respect to the following matters: approval of the redevelopment plan and project for the Redevelopment Project Area, designation of the Redevelopment Project Area as a redevelopment project area, and adoption of tax increment allocation financing for the Redevelopment Project Area, all in accordance with the then applicable provisions of the Act. Various departments of the City, including, if applicable, the Law Department, Department of Planning and Development, Department of Finance and Office of Budget and Management (collectively, the "City Departments"), have personnel responsible for and familiar with the activities in the Redevelopment Project Area affecting such Department(s) and with the requirements of the Act in connection therewith. Such personnel are encouraged to seek and obtain, and do seek and obtain, the legal guidance of the Law Department with respect to issues that may arise from time to time regarding the requirements of, and compliance with, the Act.

In my capacity as Corporation Counsel, I have relied on the general knowledge and actions of the appropriately designated and trained staff of the Law Department and other applicable City Departments involved with the activities affecting the Redevelopment Project Area. In addition, I have caused to be examined or reviewed by members of the Law Department of the City the certified audit report, to the extent required to be obtained by Section 11-74.4-5(d)(9) of the Act and submitted as part of the Report, which is required to review compliance with the Act in certain respects, to determine if such audit report contains information that might affect my opinion. I have also caused to be examined or reviewed such other documents and records as were deemed necessary to enable me to render this opinion. Nothing has come to my attention that would result in my need to qualify the opinion hereinafter expressed, subject to the limitations hereinafter set forth, unless and except to the extent set forth in an Exception Schedule attached hereto as Schedule 1.

Based on the foregoing, I am of the opinion that, in all material respects, the City is in compliance with the provisions and requirements of the Act in effect and then applicable at the time actions were taken from time to time with respect to the Redevelopment Project Area.

This opinion is given in an official capacity and not personally and no personal liability shall derive herefrom. Furthermore, the only opinion that is expressed is the opinion specifically set forth herein, and no opinion is implied or should be inferred as to any other matter. Further, this opinion may be relied upon only by the addressees hereof and the Mayor of the City in providing his required certification in connection with the Report, and not by any other party.

Very truly yours,



Stephen R. Patton
Corporation Counsel

SCHEDULE 1

(Exception Schedule)

No Exceptions

Note the following Exceptions:

ATTACHMENT D

Activities Statement

Projects that were implemented during the preceding fiscal year are set forth below:

<u>Name of Project</u>
A. Finkl & Sons Co.

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



Doc#: 1411929049 Fee: \$250.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/29/2014 04:09 PM Pg: 1 of 108

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

ND1130588

A. FINKL & SONS CO. REDEVELOPMENT AGREEMENT

This A. Finkl & Sons Co. Redevelopment Agreement (this "Agreement") is made as of this 29th day of April, 2014, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and A. Finkl & Sons Co., a Delaware corporation (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 three ordinances on June 10, 1998 and the fourth ordinance on June 9, 2010: (1) "An Ordinance of the City of Chicago, Illinois Approving a

Redevelopment Plan for the Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area" (the "TIF Adoption Ordinance"), and (4) an ordinance approving the first amendment to the Stony Island Avenue Commercial Burnside Industrial Corridor Redevelopment Plan and Project (items(1)-(4) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer currently maintains a steel production facility at real property commonly known as 2011 North Southport Avenue, Chicago, Illinois, as legally described on Exhibit B-1 hereto (the "Southport Facility"). The Developer has purchased (the "Acquisition") certain property located within the Redevelopment Area commonly known as 1355 E. 93rd Street, Chicago, Illinois 60619 and legally described on Exhibit B-2 hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence a rehabilitation of an approximately 605,000 square foot manufacturing and warehouse facility (the "Facility") thereon. Such relocation will create a substantial public benefit through its creation and maintenance of approximately 300 FTE jobs (as hereinafter defined) during the Term of the Agreement (as hereinafter defined). The Developer shall also completely relocate from its Southport Facility to the Property by December 31, 2013. The rehabilitation of the Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) is referred to herein as the "Rehabilitation Project." The Rehabilitation Project, relocation to the Acquisition, and the creation and maintenance of 300 FTE jobs 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.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement, the City of Chicago Stony Island Avenue Commercial and Burnside Industrial Corridor Tax Increment Financing Redevelopment Project and Plan, and the Amendments to the Stony Island Avenue Commercial Burnside Industrial Corridor Redevelopment Plan and Project (collectively, the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 70203-70340 and 92653-92702 of the Journal of Proceedings of the City Council (the "Journal").

F. City Financing: Pursuant to an ordinance approving this Agreement adopted by the City Council on June 27, 2012 and published at pages 29462 - 29553 of the Journal, the City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Notes (defined below) and/or (ii) Available Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Note.

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	A *Redevelopment Area
2. Definitions	B-1 *Property
3. The Project	B-2 *Property
4. Financing	C *TIF-Funded Improvements
5. Conditions Precedent	D Intentionally Omitted
6. Agreements with Contractors	E *Jobs and Occupancy Certificate
7. Completion of Construction or Rehabilitation	F Intentionally Omitted
8. Covenants/Representations/Warranties of Developer	G *Permitted Liens
9. Covenants/Representations/Warranties of the City	H-1 *Project Budget
10. Developer's Employment Obligations	H-2 *MBE/WBE Budget
11. Environmental Matters	I Approved Prior Expenditures
12. Insurance	J Opinion of Developer's Counsel
13. Indemnification	K Intentionally Omitted
14. Maintaining Records/Right to Inspect	L Requisition Form
15. Defaults and Remedies	M-1 *Form of tax-exempt City Note A
16. Mortgaging of the Project	M-2 *Form of taxable City Note B
17. Notice	N Intentionally Omitted
18. Miscellaneous	O Form of Payment Bond
	(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:

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

"Actual residents of the City" shall mean persons domiciled within the City.

"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 the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b)

certifying the 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 the Developer is not in default with respect to any provision of the RDA, 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 Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant and disclosure of Construction Jobs (**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 the RDA.

"Available Incremental Taxes" shall mean for each year beginning April 29, 2014 and continuing through June 10, 2033, 100% of the Stony Island Avenue and Burnside Industrial Corridor Incremental Taxes generated by the Property collected in the previous calendar year as adjusted to reflect the amount of the City Fee described in **Section 4.05(c)** hereof.

"Available Project Funds" shall have the meaning set forth for such term in **Section 4.07** hereof.

"Bond(s)" shall have the meaning set forth for such term in **Section 8.05** hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in **Section 7.01** hereof.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"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)** and the \$500,000 estimated payment described in **Section 4.01**.

"City Note A" shall mean the tax-exempt City of Chicago Tax Increment Note, to be in the form attached hereto as **Exhibit M-1**, in the maximum principal amount of \$16,000,000, issued by the City to the Developer as provided herein. The City Note shall bear interest at the City Note A Interest Rate and shall provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"City Note B" shall mean the taxable City of Chicago Tax Increment Note, to be in the form attached hereto as **Exhibit M-2**, in the maximum principal amount of \$4,000,000 issued by the City to the Developer as provided herein. The City Note shall bear interest at the City Note B Interest Rate and shall provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"City Note A Interest Rate" shall mean an annual rate equal to the median value of the Baa (municipal market data) G.O. Bond rate (20 year) as published by Thompson-Reuters Municipal Market Data ("MMD") for 15 business days prior to the date of issuance of City Note A plus 250 basis points, but in no event exceeding eight percent (8.00%) per annum.

"City Note B Interest Rate" shall mean an annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg for 15 business day prior to the date of issuance of City Note B plus 175 basis points, but in no event exceeding eight and one half percent (8.50%) per annum.

"City Notes" shall mean, collectively, City Note A and City Note B.

"City Resident" shall mean a FTE whose principal residence is located within the City.

"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.

"Construction Jobs" shall have the meaning set forth for such term in **Section 8.06** hereof.

"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.

"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 "Superfund" or "Superlien" 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 of Chicago.

"Equity" shall mean funds of the 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 given such term in Section 2-156-010 of the Municipal Code.

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

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at either the Southport Facility or the Facility, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by the Developer, or by third parties in positions ancillary to the Developer's operations including, without limitation, food service workers, security guards, cleaning personnel, or similar positions at the Southport Facility or the Facility.

"General Contractor" shall mean the Developer.

"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.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the 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 TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

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

"Jobs and Occupancy Certificate" shall mean the Jobs and Occupancy Certificate attached hereto as Exhibit E.

"Jobs and Occupancy Reporting Period" shall mean the calendar year for which the Developer shall provide a Jobs and Occupancy Certificate. The first Jobs and Occupancy Reporting Period shall commence on the Closing Date and end on December 31 of the year in which the Closing Date occurs. Each successive Jobs and Occupancy Reporting Period shall commence on January 1 and end on December 31 of each year thereafter, except for the final year of the Term of Agreement, in which the end of the Jobs and Occupancy Reporting Period shall end on June 10, 2033.

"Jobs Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Lender Financing" shall mean funds borrowed by the 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.

"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.

"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 the Developer, the Property or the Project.

"Operating Covenant" shall have the meaning set forth in Section 8.06 hereof.

"Pay-as-You-Go-Funds" shall mean the aggregate sum of \$2,000,000 payable to Developer during the Term of the Agreement from 50% of the Available Incremental Taxes after payments in any given year(s) have been made on City Note A and City Note B.

"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.

"Plans and Specifications" shall mean construction documents containing a site plan and working drawings and specifications for the Project, 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 the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

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

"Redevelopment Area" 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.

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

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by the 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.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM survey, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, of the Property dated within 45 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 of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including June 10, 2033).

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

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

"TIF-Funded 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-Funded Improvements for the Project.

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

"Title Company" shall mean Near North National Title, Inc., issuing agent for Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"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. With respect to the Facility, the Developer, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) has completed construction prior to the Closing Date; and (ii) has completed construction and conducted business operations therein no later than March 1, 2013.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications 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. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$161,749,110. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The 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. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to a material change to the Project must be submitted by the Developer to DPD for DPD's prior written approval. As used in the preceding sentence, a "material change to the Project" means (a) an increase or reduction in the gross or net square footage of the Facility by more than 5%; (b) a change in the use of the Property to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by more than 180 days; (d) changes to the environmental features of the Facility; or (e) or Change Orders that, in the aggregate, increase or decrease the Project Budget by more than 10%. The 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 the Developer of DPD's written approval (to the extent required in this section). Each contract between the Developer and any contractor 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 the Developer.

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 any other City department 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, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. For any construction commenced before the Closing Date, the 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. For all other construction, the Developer shall not commence construction until the 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. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide DPD with duplicates of applicable support documentation verifying disbursement and receipt of overall project funds in connection with the quarterly progress reports. The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the 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.

3.09 Barricades. Prior to commencing any construction requiring barricades, the 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. The 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 the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The 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 the 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, the 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 the Project is estimated to be \$161,749,110, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b)</u> and <u>4.06</u>)	\$0
Lender Financing	
Intercompany Loan	\$72,000,000
Revolving Credit	\$89,249,110
Estimated portion of up to \$22,500,000 in City Funds to be paid during Project construction (subject to <u>Section 4.03</u>)	\$500,000
 ESTIMATED TOTAL	 \$161,749,110

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for 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. Such payment of City Funds shall be contingent upon DPD having first received (i) the Requisition Form and (ii) documentation satisfactory in form and substance to DPD (including Developer's filing of a Jobs and Occupancy Certificate) evidencing Developer's compliance with the Operating Covenant and the applicable Jobs Covenant then due, as set forth in Section 8.06 hereof. Except as provided in Section 4.05(b), 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 the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Pay-as-You Go Funds	\$2,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$2,000,000 or 1.2 percent of the actual total Project costs, with such amount to be further reduced by the City Fee; and provided further, that the \$2,000,000 to be derived from Available Incremental Taxes, if any shall be subordinate to the

obligations to make annual payments on the City Notes A and B and available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Available Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$2,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

(iii) City Note A. 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 issue the City Note A to the Developer upon the issuance of the Certificate. The category headings contained in the chart below are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Category	Description of City Note A
Principal amount	The principal amount of City Note A shall be in an amount equal to the costs of the TIF-Funded Improvements which have been incurred by the Developer and are to be reimbursed by the City through payments of principal and interest on City Note A, subject to the provisions hereof; <u>provided, however</u> , that the maximum principal amount of City Note A shall be an amount not to exceed \$16,000,000; <u>provided, further</u> , that the cost of TIF-Funded Improvements shall be certified first to City Note B, up to the maximum principal amount of City Note B, and thereafter to City Note A.
Interest rate	Interest on City Note A will accrue at the City Note A Interest Rate from its date of issuance, as more fully described in Exhibit M-1 attached hereto, and will compound annually.
Source and timing of payments	City Note A shall be payable from Available Incremental Taxes, provided that no payments shall be made on City Note A until the issuance of a Certificate. Payments under City Note A are subject to the amount of Available Incremental Taxes deposited into the TIF Fund being sufficient for such payments.
Amortization and debt service schedule	Payments of principal and interest on City Note A shall be made in accordance with a debt service schedule attached to City Note A. The City may prepay City Note A according to the schedule provided in this section (the "Prepayment Schedule").
Sale	The Developer may sell City Note A at any time after the issuance of the Certificate, but only to a Qualified Investor with no view to resale and pursuant to an acceptable investment letter and in a manner and on terms, including debt service schedule, otherwise reasonably acceptable to the City.

Prepayment Schedule:

Prepayment Date	Prepayment Amount
Before the 1 st anniversary of the issuance of the Certificate	105% of outstanding principal amount, plus accrued and unpaid interest
After the 1 st anniversary of the issuance of the Certificate and before the 2 nd anniversary	104% of outstanding principal amount, plus accrued and unpaid interest
After the 2 nd anniversary of the issuance of the Certificate and before the 3 rd anniversary	103% of outstanding principal amount, plus accrued and unpaid interest
After the 3 rd anniversary of the issuance of the Certificate and before the 4 th anniversary	102% of outstanding principal amount, plus accrued and unpaid interest
After the 4 th anniversary of the issuance of the Certificate and before the 5 th anniversary	101% of outstanding principal amount, plus accrued and unpaid interest
After the 5 th anniversary of the issuance of the Certificate and before the 6 th anniversary	100% of outstanding principal amount, plus accrued and unpaid interest

(iv) City Note B. 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 issue City Note B to the Developer on the Closing Date. The category headings contained in the chart below are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Category	Description of City Note B
Principal amount	The principal amount of the City Note shall be in an amount equal to the costs of the TIF-Funded Improvements which have been incurred by the Developer and are to be reimbursed by the City through payments of principal and interest on City Note B, subject to the provisions hereof; <u>provided, however</u> , that the maximum principal amount of City Note B shall be an amount not to exceed \$4,000,000; <u>provided, further</u> , that the principal amount of City Note B may be reduced in the event that the Developer's Project Costs in the Project Budget exceed the Developer's Project Costs in the Final Project Cost, in which case the principal amount of City Note B shall be reduced by \$.75 for every \$1.00 (or portion thereof) by which the Developer's Project Costs in the Project Budget exceeds the Developer's Project Costs in the Final Project Cost.
Interest rate	Interest on City Note B will accrue at the City Note B Interest Rate from the date of the issuance of a Certificate, as more fully described in Exhibit M-2 attached hereto, and will compound annually.
Source and timing of payments	City Note B shall be payable from the remainder of Available Incremental Taxes after payments made under City Note A, provided that no payments shall be made on City Note B until the issuance of a Certificate. Payments under City Note B are subject to the amount of Available Incremental Taxes deposited into the TIF Fund being

	sufficient for such payments.
Amortization and debt service schedule	Payments of principal and interest on City Note B shall be made in accordance with a debt service schedule attached to City Note B, provided that payments shall be made only upon Developer's compliance with Section 8.06 herein.
Sale	The Developer may sell City Note B at any time after the issuance of City Note B, but only to a Qualified Investor with no view to resale and pursuant to an acceptable investment letter and in a manner and on terms, including debt service schedule, otherwise reasonably acceptable to the City. Notwithstanding the foregoing, the following limitation shall be in effect until the fifth anniversary of the Certificate: the City shall not pay or owe any payments on City Note B unless (a) through December 31, 2013, at least 40% of the Southport Facility and the Facility FTEs are City Residents and (b) thereafter, at least 40% of the Facility FTEs are City Residents in each Jobs and Occupancy Reporting Period as evidenced by the Jobs and Occupancy Certificate.
Events of Default	If an Event of Default occurs, as described in Section 15.02 , the City may suspend all payments in connection to the City Note B and recapture all payments previously made under the City Note B.

4.04 Requisition Form. All disbursements of Project funds (except for the Prior Expenditures and acquisition costs disbursed through a deed and money escrow at the closing) shall be made through the funding of draw requests with respect thereto pursuant to this Agreement.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the 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 Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase of Property. A portion of the purchase price of the Property, exclusive of transaction costs, in an amount not to exceed \$500,000, shall be reimbursed to the Developer from City Funds on the Closing Date as a TIF-Funded Improvement.

(c) City Fee. Annually, the City may allocate an amount not to exceed 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. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded 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 \$100,000 or \$500,000 in the aggregate, may be made without the prior written consent of DPD.

(e) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of Equity. Each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged first to Equity.

(ii) Disbursement of Lender Financing. After there is no Equity remaining, each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged to Lender Financing.

(iii) Disbursement of City Funds. After there is no Equity or Lender Financing remaining, each amount paid pursuant to this Agreement shall be charged to City Funds, to be used to directly pay for, or reimburse the Developer for its previous payment for (out of Equity or Lender Financing) TIF-Funded Improvements; provided that costs of TIF-Funded Improvements that are to be paid from City Funds derived from (1) Available Incremental Taxes on deposit from time to time in the TIF Fund shall be payable by the City only to the extent that such funds are available.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the 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-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Prior to each disbursement of City Funds hereunder or execution of a Certificate of Expenditure by the City-if a City Note is issued, the Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request for disbursement of City Funds, or the execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement or request for execution of a Certificate of Expenditure, that:

(a) the total amount of the disbursement request or request for Certificate of Expenditure represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request or request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request or request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) 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; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement of City Funds or execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds or execution of a Certificate of Expenditure, including but not limited to requirements set forth in the TIF Ordinances, and this Agreement.

4.08 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, other than payments owned on City Note A, are subject to being reimbursed as provided in Section 15.02 hereof.

4.09 Cost of Issuance. The Developer shall be responsible for paying all costs relating to the issuance of the City Note, including costs relating to the opinion described in Section 5.09(b) hereof.

SECTION 5. CONDITIONS PRECEDENT

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 in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications 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 and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth in Section 4.01) to complete the Project. 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 Title Policy for the Property, certified by the Title Company, showing the Developer 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 and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. 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.

Notwithstanding any other provision of this Agreement, the City expressly reserves and does not waive any rights it may have with regard to any the encroachment of any property owned or controlled by the Developer upon public right of way or any property owned or controlled by the City, whether or not the encroachments appear in the Survey or are reflected in the Title Policy. Nothing in this Agreement grants, or shall be construed as granting the Developer an easement or any other property interest in public right of way. Nothing in this Agreement shall be construed to affect any claim or defense of the City in any pending or future litigation, other than in a case brought to enforce any obligation in this Agreement or other related documents involving the City and the Developer.

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, Pending suits and judgments	
Cook County	

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. (a) On the Closing Date, the Developer has furnished 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 were obtained by the Developer from its general corporate counsel.

(b) On the date of issuance of City Note A, the City has received an opinion regarding the tax-exempt status and enforceability of City Note A from a nationally recognized bond counsel approved by the City, in form and substance acceptable to the Corporation Counsel. The Developer shall pay the expenses of bond counsel relating to the issuance of tax-exempt City Note A.

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 has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "Employment Plan"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

5.13 Environmental. The Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with 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. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may

require; by-laws of the corporation; and such other corporate documentation as the City has requested.

The 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. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the 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.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) The parties agree that the Developer is its own General Contractor. The Developer represents that it has previously entered into all agreements with contractors or subcontractors necessary for construction of the Project. Except as set forth in **Section 6.01(b)** below, prior to entering into an agreement with a contractor or any subcontractor for construction of the Project, the Developer has solicited, or has caused the General Contractor to solicit, bids from qualified contractors eligible to do business with, the City of Chicago, and has submitted all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer has selected the contractor (or has caused the contractor to select the subcontractor) who submitted the lowest responsible bid that can complete the Project in a timely manner. If the Developer selected a contractor (or the contractor selected any subcontractor) who submitted other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if the Developer selected a contractor (or the contractor selected any subcontractor) who did not submit the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to **Section 4.03(b)** hereof. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements have been provided to DPD within five (5) business days of the execution thereof. The Developer represents that each contractor did not (and caused the contractor to ensure that the subcontractors did not) begin work on the Project until the Plans and Specifications were approved by DPD and all requisite permits were obtained.

(b) If the Developer did not solicit bids pursuant to **Section 6.01(a)** hereof, then the fee of the contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the applicable 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 contractor solicited competitive bids from all subcontractors.

6.02 Construction Contracts. Prior to the execution thereof, the Developer has delivered to DPD a copy of each contract and any proposed contracts with each contractor selected to handle the Project in accordance with **Section 6.01** above, for DPD's prior written approval, which either has previously been granted or in the case of proposed contracts, shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer and any other parties thereto, the 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, the Developer either (a) shall require that the applicable contractors be bonded for payment by sureties having an AA rating or better using bonds in the form attached as **Exhibit P** hereto and naming the City as obligee or co-obligee on any such bonds or (b) shall deliver to the City one or more letters of credit that comply with the Chicago Department of Transportation Regulations for Openings, Construction and Repair in the Public Way or similar regulations or requirements as in effect at the time the work is performed.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause each 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**, each contract with any contractor or 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-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF REHABILITATION

7.01 Certificate of Completion of Rehabilitation. Upon completion of Rehabilitation Project in accordance with the terms of this Agreement, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the Rehabilitation Project (the "Final Project Cost"), DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Rehabilitation Project in accordance with the terms of this Agreement. The Certificate will not be issued until the following requirements have been met, as supported by such evidence as the City may require in its sole discretion:

- (a) The Developer has completed the rehabilitation according to the Plans and Specifications;
- (b) The Final Project Cost incurred by the Developer is at least \$161,749,110; provided, however, in the event that the Final Project Cost is less than \$161,749,110, the total amount of City Funds shall be 13.9% of the Final Project Cost as described in **Section 4.03(b)**;

- (c) 200 FTEs have been relocated to the Facility by December 31, 2013, as evidenced by the Jobs Certificate;
- (d) Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Rehabilitation Project;
- (e) The City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in Section 10 (including, without limitation, Sections 10.02 and 10.03), Section 8.06 and Section 8.09 (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Rehabilitation Project, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled;
- (f) The Developer has incurred costs for TIF-Funded Improvements in an amount equal to or higher than \$22,500,000;
- (g) The Developer has complied with the following environmental requirements:
 - (i) The Industrial Category from the City of Chicago Sustainable Development Policy
 - (ii) Exceeded the City's storm water ordinance in effect on the date hereof by at least 20% and employs the stormwater best management practices as described in the guide to stormwater best management practices can be obtained from DHED in Room 1101 at City Hall or can be downloaded from the Chicago Center for Green Technology website, www.cityofchicago.org/environment/GreenTech.
 - (iii) Limited energy use to 17.71 therms per cycle-ton for the car-bottom furnaces and 24.23 therms per cycle-ton for the box.
 - (iv) Reduced greenhouse gas emissions by an estimated 19,434 metric tons per year
- (h) There exists neither an Event of Default (after any applicable cure period) 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 a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's 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, 8.06, 8.19, and 8.22 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (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 the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project 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, other than payments owed on City Note A, not yet disbursed pursuant hereto;

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

(c) the right to seek reimbursement of the City Funds, other than payments owned on City Note A, from the Developer.

7.04 Notice of Expiration of Term of Agreement. Upon (a) the expiration of the Term of the Agreement or (b) the termination of this Agreement by the City, DPD shall provide the Developer, at the Developer's written request, with a written notice and release in recordable form stating, as applicable, that the Term of the Agreement has expired or the City has terminated the Agreement.

7.05 Release of Agreement as to the Southport Facility. DPD shall provide the Developer, at the Developer's written request delivered from time to time in connection with the Southport Facility in accordance with the terms of this Agreement, with a written partial release in recordable form stating this Agreement is no longer an encumbrance against it so as to enable the Developer to deliver good and marketable title to the Southport Facility.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer 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) the Developer is a Delaware corporation duly organized, validly existing, qualified to do business in its state of incorporation 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) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation/Articles of Organization 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 the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (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 the Developer is contesting in good faith pursuant to **Section 8.15** hereof)

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its 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 the Developer which would impair its ability to perform under this Agreement;

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

(h) the Developer 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 the Developer is a party or by which the Developer 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 the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) during the Term of the Agreement, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer 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;

(l) 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 the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City;

(m) neither the Developer nor any affiliate of the 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; and

(n) Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) May 16, 2011, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

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 the Developer's receipt of all required building permits and governmental approvals, the Developer 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 the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer 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 the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer 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-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's 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 Job Creation and Retention; Covenant to Remain in the City.

(a) Operating Covenant. The Developer hereby covenants and agrees to maintain its operations as a steel processing plant within the City of Chicago at the site described above through June 10, 2033. A default under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure.

(b) Jobs Covenant. The Developer shall adhere to the following job relocation, creation and retention standards throughout the Term of the Agreement (collectively the "**Jobs Covenant**");

(i) As of December 31, 2013, at least 300 FTEs shall be retained by the Developer collectively at the Southport Facility and the Facility, of which at least 200 FTEs will be located at the Facility; and

(ii) From December 31, 2014 through the end of the Term of the Agreement, at least 300 FTEs shall be located at the Facility and retained at the Facility.

(c) Jobs Covenant Default and Payment. If the Developer defaults under the Jobs Covenant and the actual number of FTE jobs on the last day of the applicable Jobs and Occupancy Reporting Period is at least 200, then the Developer shall pay the City within one month after the last day of the applicable Jobs and Occupancy Reporting Period an amount equal to \$10,000 times the difference between the actual number of FTE jobs and 300. For example, if the actual number of jobs is 290,

the Developer would be required to pay the City \$100,000 (10 times \$10,000). If such default is not cured by such payment within one month after the last day of the applicable Jobs and Occupancy Reporting Period, the City shall be entitled to suspend payments of Pay-as-You-Go Funds. However, in no event shall the City have the right to suspend or terminate payments on City Note A as a result of an Event of Default.

(d) Jobs Covenant Default and Cure Period. If the Developer defaults under the Jobs Covenant and the actual numbers of FTE jobs on the last day of the applicable Jobs and Occupancy Reporting Period is 199 or fewer, an Event of Default shall not be declared with respect to such default if the Developer, upon irrevocable written notice (the "**Cure Period Notice**") accompanying the Jobs and Occupancy Certificate, elects to initiate a one-year cure period. The one-year cure period shall end on December 31 of the year in which the Developer delivers the Cure Period Notice and shall be the only cure period allowed for a default by Developer of the Jobs Covenant as described in this paragraph; no other notice or cure periods shall apply thereto and if such default is not cured within such one-year period then an Event of Default shall exist without notice or opportunity to cure. If the Developer has not delivered a permitted Cure Period Notice then any default by the Developer of the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure. The Developer shall be entitled to deliver one Cure Period Notice. If the Developer has delivered a Cure Period Notice, then any subsequent default by the Developer of the Jobs Covenant shall constitute an Event of Default without notice or opportunity to cure.

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

(e) The Developer anticipates that the Project will result in the creation of (i) approximately 404 full-time equivalent, construction jobs at the Project during the construction thereof (collectively, the "**Construction Jobs**"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Construction Jobs at the Project to DPD as a part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Construction Jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. The 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. The 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, on a monthly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The 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. The Developer covenants and agrees to pay, and to contractually obligate and cause each contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees as further described in Exhibit H-2. 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, the Developer shall provide the City with copies of all such contracts entered into by the Developer or contractor to evidence compliance with this **Section 8.09**. The Developer shall provide monthly reports of prevailing wage expenditures.

8.10 **Arms-Length Transactions**. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer 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-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the 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, the Developer 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 the Developer 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 the Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 **Financial Statements**. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended 2011 and 2012 and each year thereafter for the Term of the Agreement. In addition, the 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**. The Developer, at its 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, the Developer 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, the Developer 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. The Developer 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**. The Developer 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 the 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. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the 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, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer 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. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, lien upon the 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 the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The 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 the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option.

(i) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the 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) the 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 the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the 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 the 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 the 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 the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Job Readiness Program. The Developer shall undertake a job readiness program, to work with the City, through the Mayor's Office of Workforce Development ("MOWD"), to participate in job training programs, to provide job applicants for the jobs created by the Project and the operation of the Property. In addition, the Developer shall send a letter (with a copy to DPD) to any tenants to familiarize them with the programs established by the City and available through MOWD for the purpose of helping prepare individuals to work for businesses located within the TIF district.

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.22 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual

Compliance Report relates. The covenants contained in this Section 8.22 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.23 Inspector General. It is the duty of Developer 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 Developer's 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.

8.24 FOIA and Local Records Act Compliance

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). FOIA requires the City to produce records (as defined in FOIA) in response to a FOIA request in a short period of time, unless the records requested are exempt under FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Developer submits to the City under Section 8.21, (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 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 Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under 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. 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, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in 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.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" 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 "Human 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. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its contractors and shall cause its contractors to contractually obligate their 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 of Chicago (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, the Developer, its contractors and their subcontractors shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The 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 of Chicago 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.

The Developer, each 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.

The Developer, each 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. The 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 the 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 the Developer, each 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 the 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 the 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 the Developer, the contractors and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the 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.

The 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. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the contractors 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 of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/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 40 percent by MBEs.
- (2) At least eight percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the 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 of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the 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 the 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 the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver monthly 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 the 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 the Developer's compliance with this MBE/WBE commitment. The 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 the Developer, on five Business Days' notice, to allow the City to review the 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 contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified 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 of Chicago, as applicable.

(f) Any reduction or waiver of the 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 of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. All major contractors and subcontractors shall be required to attend this pre-construction meeting. During said meeting, the 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, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) cancelled checks; (ii) subcontractor's activity report; (iii) contractor's certification concerning labor standards and prevailing wage requirements; (iv) contractor letter of understanding; (v) monthly utilization report; (vi) authorization for payroll agent; (vii) certified payroll; (viii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (ix) 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 the Developer is not complying with its obligations under this

Section 10.03, shall, upon the delivery of written notice to the 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 the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the 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, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer 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 the 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 the Developer, or any person directly or indirectly controlling, controlled by or under common control with the 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 the 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 the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The 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, the 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, the 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:

(i) 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:

The 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. The 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 the Developer to obtain and maintain the specified

coverages. The 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.

The 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 the 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 the 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.

The 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

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 "Indemnitee," 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) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

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

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

(iv) the 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

14.01 Books and Records. The 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 the 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 the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the 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

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 the Developer hereunder:

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

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

(c) the making or furnishing by the 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 the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the 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 the 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 the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the 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 the 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 the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of all or substantially all of the ownership interests of the Developer without the prior written consent of the City.

(l) The failure of the 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.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's issued and outstanding shares of stock.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, may suspend payments on City Note B or terminate City Note B, receive reimbursement of any payments made on City Note B, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any 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. Upon the occurrence of an Event of Default under Section 8.06, the Developer shall be obligated to repay to the City all previously disbursed City Funds; provided, however, that notwithstanding any conflicting provision herein, upon issuance of City Note A, the City's obligation to make payments on City Note A shall be vested without defense to payment (other than insufficiency of Available Incremental Taxes) including as a result of an Event of Default hereunder, and the City's obligations to make payments on City Note A shall survive any termination of this Agreement.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 15.03 with respect to the Developer's failure to comply with the job creation/operation requirements of Section 8.06 hereof.

SECTION 16. MORTGAGING OF THE PROJECT

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." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 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; 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 has 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 Permitted Mortgage or an Existing Mortgage does not 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 of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

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: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Developer: A. Finkl & Sons Co.
1355 East 93rd Street
Chicago, Illinois 60619
Attention: Steven Denten

With Copies To: DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293
Attention: Richard Klawiter

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 (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 the Developer 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 the Developer 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 the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer 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 the Developer 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 the Developer 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 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 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.

18.10 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.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 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.

18.13 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.

18.14 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.

18.15 Assignment. The Developer may not 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 the Developer under this Agreement 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 8.19 Real Estate Provisions and 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, 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.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of 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.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer 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 the Developer has locations in the State. Failure by the Developer 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.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agree 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.

18.21 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 also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer 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, 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. The Developer 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 Redevelopment Agreement to be executed on or as of the day and year first above written.

A. FINKL & SONS CO.

By: *Eric Larkin*

Its: *Charles A. CEO*

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

CITY OF CHICAGO

By: AM
Andrew J. Mooney,
Commissioner
Department of Planning and Development

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT A
REDEVELOPMENT AREA

See Attached

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description Of The Area.

Beginning at the point of intersection of the south line of East 95th Street and the east line of South Woodlawn Avenue; thence south along said east line of South Woodlawn Avenue to the easterly extension of the south line of the alley south of East 95th Street; thence west along said easterly extension and the south line of the alley south of East 95th Street to the east line of the alley west of South Dobson Avenue; thence south along said east line of the alley west of South Dobson Avenue to the north line of East 97th Street; thence east along said north line of East 97th Street to the centerline of South Woodlawn Avenue; thence south along said centerline of South Woodlawn Avenue to the south line of East 97th Street; thence west along said south line of East 97th Street to the east line of South University Avenue; thence south along said east line of South University Avenue to the south line of East 98th Street; thence west along said south line of East 98th Street to the west line of South Greenwood Avenue; thence north along said west line of South Greenwood Avenue to the south line of East 97th Street; thence west along said south line of East 97th Street to the southeasterly line of South Ingleside Avenue; thence southwest along said southeasterly line of South Ingleside Avenue being the northwesterly line of Lots 1, 2, 3 and 36 in Block 9 in Cottage Grove Heights to the east line of South Ingleside Avenue being the west line of Lots 4 through 16, inclusive, in said Block 9 in Cottage Grove Heights; thence west along a straight line to the northeast corner of Lot 20 in Block 6 in Cottage Grove Heights, being a subdivision in the north half of Sections 10 and 11, Township 37 North, Range 14 East of the Third Principal Meridian; thence southwest along the northwest line of said Lot 20, being also the southeast line of the alley north of East 98th Street and along said southeast alley line and the south line of said alley to the east line of South Maryland Avenue, being also the west line of Lots 1 through 9, inclusive, in Block 5 in Cottage Grove Heights aforesaid; thence south along said east line to the southwest corner of Lot 7 in Block 5 in Cottage Grove Heights aforesaid; thence west along a straight line, crossing South Maryland Avenue aforesaid, to the southeast corner of Lot 14 in Block 1 in Cottage Grove Heights, said southeast corner being on the west line of South Maryland Avenue aforesaid; thence west along the south line of said Lot 14 in Block 1 in Cottage Grove Heights to the east line of the north/south alley lying east of South Cottage Grove Avenue, said east line being also the west line of Lots 12 through 20, inclusive, in Block 1 in Cottage Grove Heights aforesaid; thence south along said east alley line to the north line of East 98th Street being also the south line of Lot

12 in Block 1 aforesaid; thence south along a straight line crossing East 98th Street to the northwest corner of Lot 21 in Block 2 in Cottage Grove Heights, being a subdivision in the north half of Sections 10 and 11, Township 37 North, Range 14 East of the Third Principal Meridian, said northwest corner being on the south line of East 98th Street aforesaid; thence west along said south line of East 98th Street to the west line of Lot 22 in Block 2 in Cottage Grove Heights, being also the east line of the alley east of South Cottage Grove Avenue; thence south along said east line of the alley east of South Cottage Grove Avenue to the north line of East 98th Place; thence south along a straight line to the northwest corner of Lot 26 in Block 3 in Cottage Grove Heights; thence south along the west line of said Lot 26, being also the east line of the alley east of South Cottage Grove Avenue and along said east alley line to the north line of East 99th Street; thence east along said north line of East 99th Street to the west line of the Rock Island Railroad right-of-way; thence southwest along said west line of the Rock Island Railroad right-of-way to the north line of the right-of-way for the Bishop Ford Expressway; thence west along said north line of the Bishop Ford Expressway to the west line of South Cottage Grove Avenue; thence northeast along said west line of South Cottage Grove Avenue to the north line of East 95th Street; thence continuing north along the east line of the Illinois Central Railroad right-of-way to the north line of East 93rd Street; thence east along said north line of East 93rd Street to the northerly projection of the west line of Staunton O. Flander's Subdivision in the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; to the south line of Lots 8, 9 and 10 in Staunton O. Flander's Subdivision in the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lots 8, 9 and 10 in Staunton O. Flander's Subdivision to the west line of Lot 17 in said Staunton O. Flander's Subdivision; thence south along said west line of Lot 17 in Staunton O. Flander's Subdivision and the southward extension thereof to the centerline of East 93rd Place; thence east along said centerline of East 93rd Place to the west line of South Greenwood Avenue; thence south along said west line of South Greenwood Avenue to the line 595 feet north of and parallel with the south line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said line 595 feet north of and parallel with the south line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian to the west line of South Woodlawn Avenue; thence north along said west line of South Woodlawn Avenue to the north line of East 94th Street; thence east along said north line of East 94th Street to the east line of South Kimbark Avenue; thence south along said east line of South Kimbark Avenue to the south line of Lot 24 in Stewart's Subdivision of that part of the east half of the southwest quarter and the west half of the southeast quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, lying north of the south 595 feet thereof and west of the west line of the New York Central and St. Louis Railroad Company's right-of-way; thence east along said south line of Lot 24 in Stewart's Subdivision and along the south line of Lots 25, 26 and 27 in said

thence northwesterly along said westerly line of South Kenwood Avenue to the south line of East 93rd Street; thence west along said south line of East 93rd Street to the west line of South Kimbark Avenue; thence north along said west line of South Kimbark Avenue to the south line of East 92nd Street; thence west along said south line of East 92nd Street to the west line of South Avalon Avenue; thence north along said west line of South Avalon Avenue to the south line of East 91st Street; thence west along said south line of East 91st Street to the west line of South Woodlawn Avenue; thence north along said west line of South Woodlawn Avenue to the south line of East 89th Street; thence west along said south line of East 89th Street to the east line of South Greenwood Avenue; thence south along said east line of South Greenwood Avenue to the south line of East 90th Street; thence west along said south line of East 90th Street to the easterly line of South Drexel Avenue; thence southwesterly and south along said easterly line and the east line of South Drexel Avenue to the south line of East 91st Street; thence west along said south line of East 91st Street to the centerline of the Illinois Central Railroad right-of-way; thence southwesterly along said centerline of the Illinois Central Railroad right-of-way to the centerline of East 95th Street; thence west along said centerline of East 95th Street to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the southerly line of the Chicago Rock Island & Pacific Railroad -- South Chicago Branch right-of-way; thence northwesterly along said southerly line of the Chicago Rock Island & Pacific Railroad -- South Chicago Branch right-of-way to the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the southwest corner of Lot 18 in Block 10 of Burnside, a subdivision in the west half of the southwest quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian; thence northeast along the southeast line of said Lot 18, and the southeast line of Lots 19, 20 and 21, to the east line of said Lot 21, being also the west line of South Dauphin Avenue; thence north along said west line of South Dauphin Avenue to the south line of East 93rd Street; thence west along said south line of East 93rd Street to the southerly extension of the east line of Lot 17 in Block 10 in Dauphin Park a subdivision of that part of the north three-quarters of the north half of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian west of the Illinois Central Railroad right-of-way, said southerly extension of the east line of Lot 17 being also the southerly extension of the west line of South Dauphin Avenue; thence north along said southerly extension and the west line of South Dauphin Avenue to the south line of West 92nd Street; thence west along said south line of East 92nd Street to the southerly extension of the westerly line of South Dauphin Avenue being also the southerly extension of the east line of Lots 1 through 12, inclusive, in Block 9 in Dauphin Park, being a subdivision of that part of the north three-quarters of the north half of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian west of the Illinois Central Railroad right-of-way; thence northeasterly along said southerly extension and the westerly line of South Dauphin Avenue to the westerly extension of the south

to the westerly extension of the south line of Lot 6 in the subdivision of Outlot 1 in Dauphin Park; thence east along said westerly extension and the south line of Lot 6 in the subdivision of Outlot 1 in Dauphin Park to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to a line perpendicular to the east line of South Dauphin Avenue which passes through a point on the east line of said South Dauphin Avenue, 268.91 feet south of the south line of East 89th Street as measured along said east line of South Dauphin Avenue; thence northwesterly along said perpendicular line and the northwesterly extension thereof to the westerly line of South Dauphin Avenue; thence northeasterly along said westerly line of South Dauphin Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the centerline of vacated East 85th Place; thence west along said centerline of vacated East 85th Place to the northerly extension of the east line of the vacated 16 foot alley east of and adjoining the east line of Lot 1 in Woodrich Brother's Subdivision of part of the east half of the northeast quarter of the southwest quarter of the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence southwesterly along said northerly extension and the east line of the vacated 16 foot alley and along the southerly extension thereof to the north line of Lots 8 through 14, inclusive, in Woodrich Brother's Subdivision, being also the south line of the alley north of East 86th Street; thence west along said south line of the alley north of East 86th Street and the westerly extension thereof to the west line of South Ingleside Avenue; thence north along said west line of South Ingleside Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to a line 16 feet east of and parallel with the easterly line of Lot 22 in Frank Jamison's Subdivision in the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, said line being also the east line of the alley east of South Ingleside Avenue and the westerly line of the Illinois Central Railroad right-of-way; thence northeasterly along said westerly line of the Illinois Central Railroad right-of-way to the south line of East 83rd Street; thence east along said south line of East 83rd Street to the east line of the New York, Chicago & St. Louis Railroad right-of-way; thence south along said east line of the New York, Chicago & St. Louis Railroad right-of-way to the southwesterly line of Lots 111 through 118, inclusive, in J. E. Merrion's Marynook Addition, a resubdivision of part of the west half of the southeast quarter and part of the east half of the southwest quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence southeasterly along said southwesterly line of Lots 111 through 118, inclusive, in J. E. Merrion's Marynook Addition to the south line of Lots 119 through 122, inclusive, in said J. E. Merrion's Marynook Addition; thence east along said south line of Lots 119 through 122, inclusive, in J. E. Merrion's Marynook Addition and the easterly extension thereof to the east line of South Avalon Avenue; thence south along said east line of South Avalon Avenue to the

south line of East 87th Street; thence west along said south line of East 87th Street to the east line of the New York, Chicago & St. Louis Railroad right-of-way, being also the east line of the Stony Island Railroad Yard; thence southeast along said east line of the New York, Chicago & St. Louis Railroad right-of-way to the north line of East 91st Street; thence east along said north line of East 91st Street to the northerly extension of the west line of Lot 6 in Block 4 in Calumet and Chicago Canal and Dock Company's Subdivision of that part of the southeast quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian lying east and north of the railroad, said west line of Lot 6 being also the east line of Outlot A in Calumet and Chicago Canal and Dock Company's Subdivision; thence southerly along said northerly extension and the west line of Lot 6 in Block 4 in Calumet and Chicago Canal and Dock Company's Subdivision and along the east line of said Outlot A and along the east line of Outlots B and C in said Calumet and Chicago Canal and Dock Company's Subdivision to the north line of East 94th Street; thence east along said north line of East 94th Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the north line of Lot 25 in Block 8 in said Calumet and Chicago Canal and Dock Company's Subdivision, being also the south line of the alley north of East 94th Street; thence west along said south line of the alley north of East 94th Street to the southerly extension of the east line of Lots 36 through 48, inclusive, in Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision, being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the south line of Lot 6 in said Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision, being also the north line of the alley south of East 93rd Street; thence west along said north line of the alley south of East 93rd Street to the west line of said Lot 6 in Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision; thence north along said west line of Lot 6 in Block 8 in Calumet and Chicago Canal and Dock Company's Subdivision and the northerly extension thereof and the west line of Lot 24 in Block 7 in said Calumet and Chicago Canal and Dock Company's Subdivision and the northerly extension thereof to the southeasterly line of Lot 30 in said Block 7 in Calumet and Chicago Canal and Dock Company's Subdivision; thence northeasterly along said southeasterly line of Lot 30 to the east line of said Lot 30, being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the north line of East 91st Street; thence east along said north line of East 91st Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 90th Street; thence west along said south line of East 90th Street to the east line of Lot 42 in Block 1 in Calumet Gateway, being a resubdivision of part of Calumet and Chicago Canal and Dock Company's Subdivision, said east line of Lot 42 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the westerly extension of the south line of Lot 18 in Block 5 in First Addition

to Calumet Gateway, being a resubdivision of part of Calumet and Chicago Canal and Dock Company's Subdivision; thence east along said westerly extension and the south line of Lot 18 in Block 5 in First Addition to Calumet Gateway to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of the north 5 feet of Lot 7 in Block 6 in First Addition to Calumet Gateway; thence west along said south line of the north 5 feet of Lot 7 in Block 6 in First Addition to Calumet Gateway to the west line of said north 5 feet of Lot 7, being also the east line of the alley west of South Stony Island Avenue; thence north along said east line of the alley west of South Stony Island Avenue to the easterly extension of the north line of Lot 38 in said Block 6 in First Addition to Calumet Gateway, said north line of Lot 38 being also the south line of the alley south of East 87th Street; thence west along said south line of the alley south of East 87th Street to the west line of South Blackstone Avenue; thence north along said west line of South Blackstone Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the west line of South Blackstone Avenue; thence north along said west line of South Blackstone Avenue to the westerly extension of the south line of Lots 26 through 38, inclusive, in Block 1 in Cepek's Subdivision in the east half of the southeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the south line of Lots 26 through 38, inclusive, in Block 1 in Cepek's Subdivision, said south line being also the north line of the alley north of East 87th Street to the west line of Lot 5 in said Block 1 in Cepek's Subdivision, said west line of Lot 5, being also the east line of the alley west of South Stony Island Avenue; thence south along said east line of the alley west of South Stony Island Avenue to the north line of East 87th Street; thence east along said north line of East 87th Street to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 86th Street; thence west along said south line of East 86th Street to the southerly extension of the east line of Lot 11 in Block 3 in Cepek's Subdivision, said east line of Lot 11 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the north line of East 84th Place; thence east along said north line of East 84th Place to the west line of South Stony Island Avenue; thence north along said west line of South Stony Island Avenue to the south line of East 84th Street; thence west along said south line of East 84th Street to the southerly extension of the east line of Lot 11 in Block 4 in the Stony Island Boulevard Addition, being a subdivision of the north half of the north half of the east half of the southeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the alley west of South Stony Island Avenue; thence north along said west line of the alley west of South Stony Island Avenue to the north line of East 80th Street; thence

east along said north line of East 80th Street to the northeasterly line of South Anthony Avenue; thence southeast along said northeasterly line of South Anthony Avenue to the northeasterly extension of the northwesterly line of Lot 58 in Block 1 in Stony Island Park, a subdivision of that part of the northwest quarter of Section 36, Township 38 North Range 14 East of the Third Principal Meridian; thence southwest along said northeasterly extension and the northwesterly line of Lot 58 in Block 1 in Stony Island Park to the west line of said Lot 58, said west line of Lot 58 being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South Stony Island Avenue to the south line of East 84th Place; thence west along said south line of East 84th Place to the east line of South Stony Island Avenue; thence south along said east line of South Stony Island Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to the northerly extension of the west line of Lot 15, said west line of Lot 15 being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South Stony Island Avenue to the south line of Lots 1 through 15, inclusive, in Block 3 in Archibald's Stony Island Manor, a subdivision of the south half of the southwest quarter of the southwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lots 1 through 15, inclusive, in Block 3 in Archibald's Stony Island Manor being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Cregier Avenue; thence south along said east line of South Cregier Avenue to the south line of Lot 30 in Block 2 in the subdivision of Blocks 13 and 14 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, said south line of Lot 30 being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Constance Avenue; thence south along said east line of South Constance Avenue to the south line of Lot 29 in Block 15 in the subdivision of Blocks 12 and 15 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36; thence east along said south line of Lot 29 and along the south line of Lot 20 in said Block 15 in the subdivision of Block 12 and 15 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, to the west line of South Bennett Avenue; thence north along said west line of South Bennett Avenue to the westerly extension of the south line of Lot 27 in Pernod's Resubdivision of Block 16 in Kyle's Subdivision of Blocks 11 and 16 in "Constance", being a subdivision in the east half of the southwest quarter of Section 36, said south line of Lot 27 in Pernod's Resubdivision being also the north line of the alley north of East 87th Street; thence east along said north line of the alley north of East 87th Street to the east line of South Euclid Avenue; thence south along said east line of South Euclid Avenue to the south line of Lot 29 in George and Wanner's Resubdivision of Blocks 10 and 17 in "Constance", being a subdivision in the east half of the

southwest quarter of Section 36; thence east along said south line of Lot 29 in George and Wanner's Resubdivision to the east line of said Lot 29, being also the west line of the alley east of South Euclid Avenue; thence north along said west line of the alley east of South Euclid Avenue to the westerly extension of the south line of Lot 18 in said George and Wanner's Resubdivision; thence east along said westerly extension and the south line of Lot 18 in said George and Wanner's Resubdivision to the east line of South Jeffery Avenue; thence south along said east line of South Jeffery Avenue to the south line of the north 9 feet of Lot 19 in Moore's Subdivision of the southwest quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian; thence east along said south line of the north 9 feet of Lot 19 in Moore's Subdivision to the west line of Lot 30 in said Moore's Subdivision; thence south along said west line of Lot 30 in Moore's Subdivision to the south line of the north 17 feet of said Lot 30; thence east along said south line of the north 17 feet of said Lot 30 in Moore's Subdivision to the west line of South Chappel Avenue; thence north along said west line of South Chappel Avenue to the north line of East 85th Street; thence east along said north line of East 85th Street to the northeast line of South Anthony Avenue; thence southeast along said northeast line of South Anthony Avenue to the south line of East 87th Street; thence west along said south line of East 87th Street to the east line of South Clyde Avenue; thence south along said east line of South Clyde Avenue to the south line of East 89th Street; thence west along said south line of East 89th Street to the west line of South Jeffery Avenue; thence north along said west line of South Jeffery Avenue to the north line of Lot 40 in Block 2 in W.G. Wright's first addition to Jackson Park being a subdivision of Lots 1, 2, 3, 4 and 8 in the Commissioner's partition of the east half of the east half of the northwest quarter of Section __ Township 37 North, Range 14, East of the Third Principal Meridian, said north line of Lot 40 being also the south line of the alley south of East 87th Street; thence west along said south line of the alley south of East 87th Street to the west line of Lot 25 in Morningside Lane, a resubdivision of Lot 2 (except the west 248.52 feet thereof) in the partition by owners in the west half of the northwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said west line of Lot 25 in Morningside Lane and the southerly extension thereof to the north line of Lot 1 in Block 4 in Fred E. Downey's Subdivision to the west half of the northwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said north line of Lot 1 in Block 4 in Fred E. Downey's Subdivision to the west line of said Lot 1, being also the east line of the alley east of South Stony Island Avenue; thence south along said east line of the alley east of South Stony Island Avenue to the north line of East 91st Place; thence east long said north line of East 91st Place to the northerly extension of the line 165 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said northerly extension and the line 165 feet east of and parallel with the east line of South Stony Island Avenue

to the north line of East 92nd Street; thence east along said north line of East 92nd Street to the northerly extension of the line 200 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said northerly extension and the line 200 feet east of and parallel with the east line of South Stony Island Avenue and the southerly extension thereof to the south line of East 92nd Place; thence west along said south line of East 92nd Place to the west line of Lot 17 Gideon E. Clark's Subdivision of Block 4 in Stony Island Heights, said west line of Lot 4 being also the east line of the alley east of South Stony Island Avenue, said east alley line being a line 141 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said line 141 feet east of and parallel with the east line of South Stony Island Avenue to the line 947.5 north of and parallel with the north line of East 95th Street; thence east along said line 947.5 north of and parallel with the north line of East 95th Street to the line 433.75 feet east of and parallel with the east line of South Stony Island Avenue; thence south along said line 433.75 feet east of and parallel with the east line of South Stony Island Avenue to the north line of the Chicago & Western Indiana Railroad right-of-way; thence west along said north line of the Chicago & Western Indiana Railroad right-of-way to the east line of South Stony Island Avenue; thence south along said east line of South Stony Island Avenue to the south line of the Chicago Rock Island & Pacific Railroad; thence west along said south line of the Chicago Rock Island & Pacific Railroad to the westerly line of the New York, Chicago and St. Louis Railroad right-of-way; thence southeast along said westerly line of the New York, Chicago and St. Louis Railroad right-of-way to the south line of East 95th Street; thence west along said south line of East 95th Street to the point of beginning.

Exhibit "B".

Street Boundary Description Of The Area.

The Area is generally described in two parts: 1) the industrial district, which is generally bounded by Cottage Grove Avenue, the Norfolk Southern Rail Line and the Bishop Ford Expressway and excludes most of the residential blocks within these general boundaries; and 2) the commercial district, which is generally bounded by the Stony Island Avenue frontage from 95th Street to 80th Street, and the 87th Street frontage from Blackstone Avenue to Anthony Avenue.

EXHIBIT B-1

PROPERTY

2011 North Southport Avenue, Chicago, Illinois

PARCEL 1:

LOT 4 IN BLOCK 5 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PORTIONS OF LOTS 5, 6, 7 AND 8 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 5, WHICH IS 30.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 289.00 FEET TO A POINT ON THE EAST LINE OF LOT 6, WHICH IS 34.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7, WHICH IS 41.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8, WHICH IS 47.00 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE TO A POINT ON THE WEST LINE OF LOT 8, WHICH IS 22.00 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID LOT 8 TO A POINT, WHICH IS 33.00 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8, WHICH IS 22.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7, WHICH IS 6.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO THE SOUTHEAST CORNER OF LOT 6; THENCE ALONG THE SOUTH LINE OF LOT 5 TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF LOT 5 TO THE POINT OF BEGINNING, ALL IN BLOCK 5 IN W. F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 30.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 289.00 FEET TO A POINT; SAID POINT BEING 33.46.00 FEET NORTH OF AND 2.71 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5 TO POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 289.00 FEET, A DISTANCE OF 2.75 FEET TO A POINT ON THE EAST LINE OF LOT 6, WHICH IS 34.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7, WHICH IS 41.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8, WHICH IS 47.00 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE TO A POINT ON THE WEST LINE OF LOT 8, WHICH IS 22.00 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID LOT 8 TO A POINT, WHICH IS 33.00 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 8, WHICH IS 22.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO A POINT ON THE EAST LINE OF LOT 7, WHICH IS 6.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE TO THE SOUTHEAST CORNER OF LOT 6; THENCE SOUTHERLY ALONG A SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 6, A DISTANCE OF 2.20 FEET; THENCE "DUE EAST", A DISTANCE OF 2.71 FEET; THENCE NORTHERLY ALONG A LINE, WHICH IS 2.71 FEET EAST OF AND PARALLEL TO THE WEST

LINE OF SAID LOT 5, A DISTANCE OF 35.62 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF THE NORTH/SOUTH 16-FOOT PUBLIC ALLEY, LYING WEST OF AND ADJOINING LOTS 1 TO 4, BOTH INCLUSIVE; LYING EAST OF AND ADJOINING LOT 5; LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 4 TO THE SOUTHEAST CORNER OF LOT 5; AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 5, ALL IN BLOCK 5 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(NW CORNER DICKENS AVE.)

LOTS 3 TO 10, BOTH INCLUSIVE, AND LOT 40 IN BLOCK 3 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(NW CORNER MCLEAN AVE.)

LOTS 2 TO 10, BOTH INCLUSIVE, LOTS 11 TO 15, BOTH INCLUSIVE, AND LOTS 25 TO 28, BOTH INCLUSIVE;

TOGETHER WITH

ALL OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY, LYING WEST OF AND ADJOINING LOTS 2 TO 10, BOTH INCLUSIVE, LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 AFORESAID AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 AFORESAID;

ALSO

ALL OF THE EAST/WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 11 TO 14, BOTH INCLUSIVE, LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 4 AFORESAID, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 11 AFORESAID;

ALL IN BLOCK 4 IN W.F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1 TO 13, BOTH INCLUSIVE IN BLOCK 2 AND LOTS 1 TO 6, BOTH INCLUSIVE IN BLOCK 1, ALL IN J.P. LAWRENCE'S SUBDIVISION OF LOT 4 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOTS 7 AND 8 IN SAID BLOCK 1 IN J.F. LAWRENCE'S SUBDIVISION AFORESAID, TOGETHER WITH ALL OF THE EAST/WEST 12 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING LOTS 1 TO 8, BOTH INCLUSIVE, WHICH LIES EASTERLY OF THE CENTER LINE OF AN EXISTING RAILROAD SERVICE TRACK (SAID CENTER LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID BLOCK 1 WHICH IS 14.31 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE 11 FEET TO A POINT OF CURVE; THENCE NORTHERLY IN

THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX EASTERLY AND HAVING A RADIUS OF 177.53 FEET FOR A DISTANCE OF 93.23 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 8 WHICH IS 14.17 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8);

TOGETHER WITH

ALL OF THAT PART OF ARMITAGE AVENUE VACATED BY ORDINANCE PASSED OCTOBER 7, 1993 AND RECORDED JANUARY 6, 1994 AS DOCUMENT 94-014635; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 5 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO, TOGETHER WITH THE EAST/WEST 12 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJOINING LOT 5 AFORESAID, VACATED BY ORDINANCE PASSED JUNE 17, 1966 AND RECORDED SEPTEMBER 14, 1966 AS DOCUMENT 19942469, ALL LYING EAST OF THE EXISTING DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

ALL OF LOTS 28 TO 31, BOTH INCLUSIVE, IN SUB-LOT 3 IN SHEFFIELD'S NURSERY SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THOSE PARTS OF LOT 1 AND PART OF THE PRIVATE ALLEY IN THE SUBDIVISION OF LOTS 40 TO 44, INCLUSIVE AND THOSE PARTS OF LOTS 32 TO 39, INCLUSIVE IN SUB-LOT 3 IN SHEFFIELD'S NURSERY SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, ALL LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 3.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTHEASTERLY ON A 12 DEGREES, 30 MINUTES CURVE TO THE LEFT, FOR A DISTANCE OF APPROXIMATELY 242.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1, ALL IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 23, 24, 25, 26 AND 27 IN BLOCK 3 AND LOTS 40, 41, 42, 43 AND 44 IN BLOCK 2 AND VACATED LAKEWOOD AVENUE, LYING SOUTHEASTERLY OF AND ADJOINING SAID LOT 44 IN BLOCK 2 AND LYING NORTHWESTERLY OF AND ADJOINING SAID LOT 23 IN BLOCK 3, ALL IN SUBDIVISION OF BLOCK 13, IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOTS 1 TO 59, BOTH INCLUSIVE; LOTS 77 TO 98, BOTH INCLUSIVE; AND THAT PART OF LOTS 60 AND 68 TO 76, BOTH INCLUSIVE, LYING SOUTH AND WEST OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILWAY; ALL OF VACATED WEST CROOKED STREET; AND ALL OF THE VACATED ALLEY BETWEEN ABOVE LOTS 12 AND 98; AND ALL OF THE VACATED ALLEY BOUNDED BY THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY ON THE NORTH AND VACATED WEST CROOKED

STREET ON THE SOUTH; LOTS 69 TO 89, INCLUSIVE ON THE EAST AND LOTS 46, 47, 50 AND 51 TO 60, INCLUSIVE ON THE WEST; ALL IN BLOCK 1 IN SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY RIGHT OF WAY THROUGH LOTS 60 AND 68 TO 76, INCLUSIVE, AND THE ALLEY WEST OF LOTS 68 TO 69 AND THE ALLEY NORTH OF LOT 60 IN SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

LOTS 61 TO 67 AND THAT PART OF LOTS 68 TO 73, LYING EAST AND NORTH OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN SUB-BLOCK 1 IN BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

TOGETHER WITH

THAT PART OF NORTH KINGSBURY STREET VACATED BY ORDINANCE PASSED MAY 30, 1984 AND RECORDED AUGUST 13, 1984 AS DOCUMENT 27212282; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THAT PART OF LOTS 14 TO 23, INCLUSIVE, LYING SOUTHWESTERLY OF A LINE DRAIN PARALLEL WITH AND 215.82 FEET SOUTHWESTERLY FROM (MEASURED PERPENDICULARLY) WITH THE PRESENT WESTERLY RIGHT OF WAY LINE OF NORTH CLYBOURN AVENUE, ALL IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

TOGETHER WITH

THAT PORTION OF KINGSBURY STREET, LYING WESTERLY OF AND ADJOINING LOTS 18 TO 23 IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED JUNE 3, 1964 AS DOCUMENT 19145585 AND BY ORDINANCE RECORDED JUNE 4, 1981 AS DOCUMENT 25893448, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 15:

(FINKL PROPERTY #2007-09883-001)

THAT PART OF LOTS 3 AND 4 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 315.00 FEET WEST OF THE NORTHEAST CORNER THEREOF (BEING ALSO A DISTANCE OF 125.00 FEET EAST OF THE NORTHWEST CORNER THEREOF); THENCE DUE WEST ON THE NORTH LINE OF SAID LOTS 3 AND 4 A DISTANCE OF 354.33 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 4, A DISTANCE OF 378.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE MILWAUK ROAD (CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RIGHT OF WAY; THENCE NORTH 61°05'00" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 261.99 FEET TO A POINT ON THE

EAST LINE OF SAID LOT 4; THENCE DUE NORTH ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST RIGHT OF WAY LINE OF THE SAID MILWAUKEE ROAD), A DISTANCE OF 5.71 FEET TO A POINT ON A LINE, THAT IS 5.0 FEET NORTHWESTERLY BY RIGHT ANGLE MEASURE, AND PARALLEL TO THE AFORESAID COURSE BEARING NORTH 81°05'00" EAST; THENCE NORTH 61°05'00" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MILWAUKEE ROAD, A DISTANCE OF 61.97 FEET TO A POINT; THENCE NORTH 62°17'00" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MILWAUKEE ROAD, A DISTANCE OF 59.22 FEET TO A POINT; THENCE NORTH 05°, 32' EAST, A DISTANCE OF 189.78 FEET TO THE POINT OF BEGINNING, (EXCEPT THE NORTH 33.00 FEET TAKEN OR USED FOR CORTLAND STREET);

ALSO

THAT PART OF LOTS 3 AND 4 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 3, THAT IS 315.00 FEET WEST OF THE NORTHEAST CORNER THEREOF (BEING ALSO 125.00 FEET EAST OF THE NORTHWEST CORNER THEREOF OF SAID LOT); THENCE DUE SOUTH IN A LINE PARALLEL TO THE EAST LINE OF SAID LOT 3, A DISTANCE OF 179.23 FEET TO A POINT ON THE NORTHERLY LINE OF THE MILWAUKEE ROAD (CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RIGHT OF WAY BEING THE POINT OF BEGINNING; THENCE SOUTH 62°17'00" WEST ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 79.93 FEET TO A POINT; THENCE SOUTH 61°05'00" WEST ON SAID NORTHERLY RIGHT OF LINE A DISTANCE OF 61.97 FEET TO A POINT ON THE LINE BETWEEN SAID LOTS 3 AND 4; THENCE DUE SOUTH ON SAID LOT LINE (BEING THE WEST RIGHT OF WAY LINE OF SAID MILWAUKEE ROAD) 5.71 FEET TO A POINT ON A LINE, THAT IS 5.00 FEET SOUTHEASTERLY BY RIGHT ANGLE MEASURE, A PARALLEL TO THE AFORESAID CORSE, BEARING SOUTH 61°05'00" WEST; THENCE SOUTH 61°05'00" WEST, ALSO SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 261.99 FEET TO A POINT IN THE WEST LINE OF THE EAST 229.33 FEET (AS MEASURED ON THE NORTH LINE OF SAID LOT 4) SAID POINT BEING 378.82 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE DUE SOUTH ALONG SAID LINE TO THE SOUTHERLY LINE OF LOT 4 BEING THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHEASTERLY ON THE SOUTHERN LINE OF SAID LOTS 3 AND 4 BEING ALSO THE CENTERLINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, TO A POINT ON SAID LINE, THAT IS 315.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 3; THENCE NORTH ON THE AFORSAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE MILWAUKEE ROAD RIGHT OF WAY);

ALSO

THAT PART OF LOT 5 AND THE WEST 111.67 FEET OF LOT 4 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF CORTLAND STREET (FORMERLY CYBOURN AVENUE) AND NORTH OF THE RIGHT OF WAY AND RAILROAD LANDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY;

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 16:

ALL THAT PART OF LOTS 3, 4 AND 5 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD

PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY AND RAILROAD LANDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND LYING WESTERLY OF THE FOLLOWING DESCRIBED DIAGONAL LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, BEING THE CENTERLINE OF CORTLAND STREET; THENCE DUE EAST ON THE NORTH LINE OF SADI LOT 3, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING OF SAID DIAGONAL LINE; THENCE SOUTH 05° 32' WEST TO THE SOUTHERLY LINE OF SAID LOT 3 AND THE POINT OF TERMINUS OF SAID DIAGONAL LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 12, 13 AND 14 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 14 WITH THE PRESENT EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, AS SAID DOCK LINE WAS ESTABLISHED BY ORDINANCE PASSED APRIL 4, 1912, AND RECORDED AS DOCUMENT 4996931; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 14 A DISTANCE OF 172.88 FEET TO A POINT 100.00 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT , AS MEASURED ALONG SAID NORTHERLY LINE; THENCE SOUTHERLY ALONG A LINE PERPENDICULARLY TO SAID NORTHERLY LINE OF LOT 14 A DISTANCE OF 100.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 120.37 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF AFOREMENTIONED LOT 13, THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, AND ALONG THE NORTHEASTERLY LINE OF AFOREMENTIONED LOT 12 (SAID NORTHEASTERLY LINES BEING ALSO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET) A DISTANCE OF 24.48 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 124.00 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM THE NORTHERLY LINE OF LOT 14 AFORESAID; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 134.80 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 135° 00' 00" WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM NORTHEAST TO NORTHWEST, A DISTANCE OF 35.56 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 98.88 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM SAID NORTHERLY LINE OF LOT 14; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 146.44 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED PRESENT EAST DOCK LINE OF THE CHICAGO RIVER; THENCE NORTHERLY ALONG SAID EAST DOCK LINE A DISTANCE OF 99.23 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

EXHIBIT B-2

PROPERTY

1355 East 93RD Street, Chicago, Illinois 606019

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 93RD STREET WITH A LINE 97.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 1973.39 FEET;
THENCE SOUTHERLY 56.40 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 456.17 FEET AND A CHORD OF 56.37 FEET WHICH BEARS SOUTH 39 DEGREES 10 MINUTES 26 SECONDS EAST TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE SOUTHERLY 58.85 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 606.29 FEET AND A CHORD OF 58.82 FEET WHICH BEARS SOUTH 32 DEGREES 51 MINUTES 04 SECONDS EAST TO A POINT OF TANGENCY;
THENCE SOUTH 30 DEGREES 04 MINUTES 14 SECONDS EAST, 223.65 FEET; THENCE SOUTH 24 DEGREES 26 MINUTES 07 SECONDS EAST, 293.42 TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE LEFT;
THENCE SOUTHERLY 132.52 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1168.28 FEET AND A CHORD OF 132.45 FEET WHICH BEARS SOUTH 27 DEGREES 41 MINUTES 05 SECONDS EAST TO A POINT OF TANGENCY;
THENCE SOUTH 30 DEGREES 56 MINUTES 03 SECONDS EAST, 280.40 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE SOUTHERLY 128.36 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1123.07 FEET AND A CHORD OF 128.29 FEET WHICH BEARS SOUTH 27 DEGREES 39 MINUTES 36 SECONDS EAST TO A POINT OF TANGENCY;
THENCE SOUTH 24 DEGREES 23 MINUTES 08 SECONDS EAST, 590.69 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE SOUTHERLY 329.06 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1076.27 FEET AND A CHORD OF 327.78 FEET WHICH BEARS SOUTH 15 DEGREES 37 MINUTES 36 SECONDS EAST TO A POINT OF TANGENCY;
THENCE SOUTH 06 DEGREES 52 MINUTES 05 SECONDS EAST, 309.17 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE LEFT;
THENCE SOUTHERLY 53.36 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 1168.28 FEET AND A CHORD OF 53.36 FEET WHICH BEARS SOUTH 09 DEGREES 26 MINUTES 33 SECONDS EAST;
THENCE NORTHERLY 76.49 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 946.48 FEET AND A CHORD OF 76.47 FEET WHICH BEARS NORTH 22 DEGREES 15 MINUTES 38 SECONDS WEST TO A POINT OF TANGENCY;
THENCE NORTH 24 DEGREES 34 MINUTES 33 SECONDS WEST, 67.75 FEET;
THENCE NORTH 69 DEGREES 38 MINUTES 34 SECONDS EAST, 24.60 FEET;
THENCE NORTH 17 DEGREES 20 MINUTES 40 SECONDS WEST, 246.67 FEET TO THE SOUTH LINE OF 93RD STREET AFORESAID;
THENCE NORTH 17 DEGREES 08 MINUTES 17 SECONDS WEST, 68.47 FEET TO THE NORTH LINE OF 93RD STREET AFORESAID AND THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF OUTLOT "B" IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION, 146.82 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 06 DEGREES 52 MINUTES 05 SECONDS EAST, 437.36 FEET TO A POINT ON A LINE 66.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, AND THE POINT OF BEGINNING;

THENCE SOUTH 24 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE, 309.56 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;

THENCE SOUTHERLY 188.94 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 482.00 FEET AND A CHORD OF 187.74 FEET WHICH BEARS SOUTH 13 DEGREES 18 MINUTES 13 SECONDS EAST;

THENCE SOUTH 01 DEGREES 41 MINUTES 50 SECONDS EAST, 88.76 FEET; THENCE NORTH 24 DEGREES 26 MINUTES 29 SECONDS WEST, 182.83 FEET;

THENCE NORTHERLY 76.32 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 1726.99 FEET AND A CHORD OF 76.32 FEET WHICH BEARS NORTH 22 DEGREES 29 MINUTES 18 SECONDS WEST;

THENCE NORTHERLY 237.65 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 1108.36 FEET AND A CHORD OF 237.19 FEET WHICH BEARS NORTH 14 DEGREES 18 MINUTES 36 SECONDS WEST TO A POINT OF TANGENCY;

THENCE NORTH 06 DEGREES 52 MINUTES 05 SECONDS WEST, 87.09 FEET TO SAID LINE 66.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD AND THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 93RD STREET WITH A LINE 97.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD;

THENCE SOUTH 17 DEGREES 08 MINUTES 17 SECONDS EAST, 68.47 FEET TO THE SOUTH LINE OF 93RD STREET AFORESAID;

THENCE SOUTH 17 DEGREES 20 MINUTES 40 SECONDS EAST, 246.67 FEET;

THENCE SOUTH 69 DEGREES 38 MINUTES 34 SECONDS WEST, 24.60 FEET;

THENCE SOUTH 24 DEGREES 34 MINUTES 33 SECONDS EAST, 67.75 FEET;

THENCE SOUTHERLY 76.49 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 946.48 FEET AND A CHORD OF 76.47 FEET WHICH BEARS SOUTH 22 DEGREES 15 MINUTES 38 SECONDS EAST;

THENCE SOUTHERLY 70.77 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 1168.28 FEET AND A CHORD OF 70.76 FEET WHICH BEARS SOUTH 12 DEGREES 29 MINUTES 10 SECONDS EAST;

THENCE SOUTH 65 DEGREES 33 MINUTES 31 SECONDS WEST, 22.54 FEET;

THENCE SOUTH 24 DEGREES 26 MINUTES 29 SECONDS EAST, 449.80 FEET TO A POINT IN THE NORTHERLY LINE OF EAST 94TH STREET DIVERSION, AS ESTABLISHED BY THE CHICAGO CITY

COUNCIL BY ORDINANCE DATED JULY 11, 1910, THAT IS 19.79 FEET EAST OF THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY TO DAVID C. VERNON, AND OTHERS, BY LIMITED WARRANTY DEED DATED DECEMBER 18, 1946, RECORDED IN VOLUME 42021, PAGE 123 OF COOK COUNTY DEED RECORDS;

THENCE SOUTH 88 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY LINE, 260.00 FEET;

THENCE NORTHWESTERLY 283.81 FEET ALONG THE ARC OF A CIRCLE AND SAID NORTHERLY LINE, CONVEX TO THE WEST, HAVING A RADIUS OF 436.71 FEET AND A CHORD OF 278.87 FEET WHICH BEARS NORTH 72 DEGREES 54 MINUTES 14 SECONDS WEST;

THENCE NORTH 36 DEGREES 41 MINUTES 22 SECONDS WEST, 100.99 FEET;

THENCE NORTH 25 DEGREES 48 MINUTES 42 SECONDS WEST, 146.35 FEET;

THENCE SOUTH 88 DEGREES 25 MINUTES 18 SECONDS WEST 199.34 FEET TO THE SOUTHWEST CORNER OF LOT 68 IN STEWART SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 AFORESAID;

THENCE NORTH 24 DEGREES 26 MINUTES 42 SECONDS WEST, ALONG THE WESTERLY LINE OF LOTS 46 TO 68, BOTH INCLUSIVE, IN STEWART SUBDIVISION AFORESAID, 612.95 FEET TO A POINT ON THE SOUTH LINE OF 93RD STREET;

THENCE NORTH 88 DEGREES 18 MINUTES 37 SECONDS EAST ALONG SAID SOUTH LINE OF 93RD STREET, 143.68 FEET TO A POINT ON THE SOUTH LINE OF 93RD STREET THAT IS 550.00 FEET SOUTHWESTERLY OF (BY RIGHT ANGLE MEASUREMENT) THE CENTERLINE OF THE ORIGINAL MAIN TRACK OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, SAID POINT BEING ALSO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY DEED RECORDED MARCH 12, 1947 AS DOCUMENT 14011929;

THENCE NORTH 24 DEGREES 27 MINUTES 27 SECONDS WEST, 71.57 FEET;

THENCE SOUTH 88 DEGREES 18 MINUTES 37 SECONDS WEST ALONG SAID SOUTH LINE OF 93RD STREET, 110.42 FEET TO THE SOUTHWEST CORNER OF LOT 24 IN GOODRICH SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 AFORESAID;

THENCE NORTH 01 DEGREES 27 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF LOT 24 AFORESAID AND ITS NORTHERLY EXTENSION, 141.00 FEET TO THE SOUTH LINE OF LOT 30 IN GOODRICH SUBDIVISION AFORESAID, BEING ALSO THE NORTH LINE OF THE 16 FOOT ALLEY VACATED PER DOCUMENT NUMBER 20026582;

THENCE SOUTH 88 DEGREES 18 MINUTES 37 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 30 AFORESAID, 26.07 FEET TO THE SOUTHWEST CORNER OF LOT 30 AFORESAID;

THENCE NORTH 01 DEGREES 27 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF LOT 30 AFORESAID 125.00 FEET TO THE NORTHWEST CORNER OF LOT 30 AFORESAID AND THE SOUTH LINE OF 92ND PLACE;

THENCE NORTH 88 DEGREES 18 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE OF 92ND PLACE, 100.27 FEET TO THE NORTHEAST CORNER OF LOT 27 IN GOODRICH SUBDIVISION AFORESAID;

THENCE NORTH 01 DEGREES 26 MINUTES 53 SECONDS WEST, 66.00 FEET TO THE NORTH LINE OF SAID 92ND PLACE;

THENCE SOUTH 88 DEGREES 18 MINUTES 37 SECONDS WEST, ALONG SAID SOUTH LINE OF 92ND PLACE, 274.19 FEET TO THE EAST LINE OF KIMBARK AVENUE;

THENCE NORTH 01 DEGREES 24 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID KIMBARK AVENUE AND ITS NORTHERLY EXTENSION, 930.94 FEET TO THE SOUTH LINE OF 91ST STREET;

THENCE NORTH 88 DEGREES 26 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE OF 91ST STREET, 458.15 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF 91ST STREET WITH A LINE 97.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD;

THENCE SOUTH 24 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE, 1368.25 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 91ST STREET WITH A LINE 97.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO VERSON ALLSTEEL PRESS COMPANY BY DEED DATED MAY 14, 1964 AND RECORDED AS DOCUMENT 19128409;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 720.75 FEET TO THE SOUTH LINE OF 90TH STREET EXTENDED WESTERLY;
THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE OF 90TH STREET EXTENDED WESTERLY, 244.67 FEET TO A LINE 322.43 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD;
THENCE SOUTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 720.73 FEET TO THE SOUTH LINE OF 91ST STREET;
THENCE NORTH 88 DEGREES 26 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE OF 91ST STREET, 244.67 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 91ST STREET AND THE EAST LINE OF SOUTH KIMBARK AVENUE EXTENDED NORTH;
THENCE NORTH 88 DEGREES 26 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE OF 91ST STREET, 170.08 FEET TO A LINE 19 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO BURNSIDE STEEL FOUNDRY COMPANY BY THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY BY QUIT CLAIM DEED DATED MARCH 10, 1954 AND RECORDED MARCH 17, 1954 AS DOCUMENT 15857021;
THENCE NORTH 24 DEGREES 23 MINUTES 15 SECONDS WEST ALONG SAID PARALLEL LINE, 420.00 FEET;
THENCE SOUTH 88 DEGREES 27 MINUTES 38 SECONDS WEST 6.33 FEET;
THENCE SOUTH 01 DEGREES 47 MINUTES 00 SECONDS EAST 99.27 FEET TO THE INTERSECTION OF A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE WESTERLY BOUNDARY OF THE LAND CONVEYED BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY, BY DOCUMENT NUMBER 562960, WITH THE EAST LINE OF SOUTH KIMBARK AVENUE EXTENDED NORTH;
THENCE SOUTH 01 DEGREES 19 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE OF SOUTH KIMBARK EXTENDED, 287.82 FEET TO THE SOUTH LINE OF 91ST STREET AND THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF OUTLOT "B" IN CALUMET AND

CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION, 146.82 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;
THENCE SOUTH 06 DEGREES 52 MINUTES 05 SECONDS EAST, 437.36 FEET TO A POINT ON A LINE 66.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD;
THENCE SOUTH 24 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE, 309.56 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE SOUTHERLY 188.94 FEET ALONG SAID ARC OF A CIRCLE, CONVEX TO THE EAST, HAVING A RADIUS OF 482.00 FEET AND A CHORD OF 187.74 FEET WHICH BEARS SOUTH 13 DEGREES 18 MINUTES 13 SECONDS EAST;
THENCE SOUTH 01 DEGREES 41 MINUTES 50 SECONDS EAST, 13.35 FEET;
THENCE NORTH 07 DEGREES 25 MINUTES 04 SECONDS EAST, 13.10 FEET TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE NORTHEASTERLY 118.31 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 114.70 FEET AND A CHORD OF 113.14 FEET WHICH BEARS NORTH 37 DEGREES 04 MINUTES 00 SECONDS EAST TO A POINT OF TANGENCY WITH AN ARC OF A CIRCLE TO THE RIGHT;
THENCE NORTHEASTERLY 15.51 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 28.88 FEET AND A CHORD OF 15.32 FEET WHICH BEARS NORTH 50 DEGREES 21 MINUTES 18 SECONDS EAST;
THENCE NORTH 01 DEGREES 35 MINUTES 28 SECONDS WEST, 7.52 FEET TO THE SOUTH LINE OF OUTLOT "C" IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION AFORESAID;
THENCE NORTH 88 DEGREES 24 MINUTES 32 SECONDS EAST ALONG SAID SOUTH LINE OF OUTLOT "C", 2.08 FEET TO THE EAST LINE OF OUTLOT "C" AFORESAID, BEING ALSO THE WEST LINE OF THE 16 FOOT PUBLIC ALLEY IN BLOCK 9 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION AFORESAID;
THENCE NORTH 01 DEGREES 35 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF OUTLOT "C", 122.19 FEET TO THE NORTHEASTERLY LINE OF OUTLOT "C" AFORESAID;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF OUTLOT "C", 61.27 FEET TO THE MOST SOUTHERLY CORNER OF LOT 30 IN BLOCK 9 AFORESAID;
THENCE NORTH 01 DEGREES 34 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF LOT 30 AFORESAID, 270.16 FEET TO THE MOST EASTERLY CORNER OF LOT 30 AFORESAID;
THENCE NORTH 46 DEGREES 38 MINUTES 42 SECONDS WEST, 7.06 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF LOT 30 AFORESAID, BEING ALSO THE SOUTH LINE OF THE 20 FOOT PUBLIC ALLEY IN BLOCK 9 AFORESAID;
THENCE NORTH 88 DEGREES 16 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF LOT 30 AFORESAID, 110.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 30, BEING ALSO THE NORTHEASTERLY LINE OF OUTLOT "C" AFORESAID;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF OUTLOT "C", 21.69 FEET TO THE NORTH LINE OF THE 20 FOOT PUBLIC ALLEY IN BLOCK 9 AFORESAID;
THENCE NORTH 88 DEGREES 16 MINUTES 59 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF THE 20 FOOT PUBLIC ALLEY IN BLOCK 9 AFORESAID, 71.75 FEET TO THE WEST LINE OF OUTLOT "C" AFORESAID;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE OF OUTLOT "C", 10.00 FEET;
THENCE NORTH 10 DEGREES 33 MINUTES 28 SECONDS EAST 61.03 FEET TO A POINT WHICH IS 35 FEET EASTERLY OF THE WEST LINE OF OUTLOT "C" AFORESAID;
THENCE NORTH 35 DEGREES 30 MINUTES 50 SECONDS EAST 35.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID OUTLOT "C", BEING 30.00 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID OUTLOT "C";
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF SAID OUTLOT "C", 30.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "C",

BEING ALSO THE SOUTHERLY EXTENSION OF THE NORTHEASTERLY LINE OF OUTLOT "B"
AFORESAID;
THENCE NORTH 24 DEGREES 26 MINUTES 04 SECONDS WEST ALONG SAID SOUTHERLY
EXTENSION AND SAID NORTHEASTERLY LINE OF OUTLOT "B", 218.37 FEET TO THE POINT OF
BEGINNING; IN COOK COUNTY, ILLINOIS.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Exhibit B-2

Street Address: 1355 East 93rd Street, Chicago, Illinois 60619

Tax Parcel Numbers:

25-02-200-015-0000	Affects part of Parcel 3
25-02-200-020-0000	Affects part of Parcel 3 and other property
25-02-200-022-0000	Affects Parcel 4
25-02-200-029-0000	Affects part of Parcel 3
25-02-200-030-6001	Affects Parcels 1 and 2 and part of Parcel 3 and part of Parcel 5
25-02-200-030-6002	Affects Parcels 1 and 2 and part of Parcel 3 and part of Parcel 5
25-02-200-031-0000	Affects part of Parcel 5 and other property
25-02-401-004-0000	Affects part of Parcel 3
25-02-401-006-0000	Affects part of Parcel 3
25-02-408-005-0000	Affects part of Parcel 3
25-02-408-006-0000	Affects part of Parcel 3
25-02-408-007-0000	Affects part of Parcel 3
25-02-408-008-0000	Affects part of Parcel 3
25-02-408-017-0000	Affects part of Parcel 3
25-02-408-018-0000	Affects part of Parcel 3
25-02-408-019-0000	Affects part of Parcel 3
25-02-409-005-0000	Affects part of Parcel 6 and other property
25-02-409-006-0000	Affects part of Parcel 6 and other property
25-02-409-011-0000	Affects part of Parcel 6 and other property
25-02-416-004-0000	Affects part of Parcel 3
25-02-416-005-0000	Affects part of Parcel 3
25-02-416-006-0000	Affects part of Parcel 3
25-02-416-007-0000	Affects part of Parcel 3
25-02-416-011-0000	Affects part of Parcel 3
25-02-416-012-0000	Affects part of Parcel 3
25-02-416-013-0000	Affects part of Parcel 3
25-02-416-014-0000	Affects part of Parcel 3
25-02-416-015-0000	Affects part of Parcel 3
25-02-416-016-0000	Affects part of Parcel 3
25-02-416-017-0000	Affects part of Parcel 3
25-02-416-018-0000	Affects part of Parcel 3
25-02-416-019-0000	Affects part of Parcel 3
25-02-416-020-0000	Affects part of Parcel 3
25-02-416-021-0000	Affects part of Parcel 3
25-02-416-022-0000	Affects part of Parcel 3
25-02-416-023-0000	Affects part of Parcel 3
25-02-416-025-0000	Affects part of Parcel 3
25-02-416-027-0000	Affects part of Parcel 3
25-02-416-028-0000	Affects part of Parcel 3
25-02-416-029-0000	Affects part of Parcel 3
25-02-417-012-0000	Affects part of Parcel 6
25-02-417-028-0000	Affects part of Parcel 6
25-02-417-029-0000	Affects part of Parcel 6 and other property

EXHIBIT C
TIF-FUNDED IMPROVEMENTS

<u>Line Item</u>	<u>Cost</u>
Property assembly costs	\$9,800,000
Costs of rehabilitation	\$108,620,506
*TOTAL	\$118,420,506

*Notwithstanding the total of TIF-Funded 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 the lesser of \$22,500,000 or 13.9% of the Project Budget.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT D

Intentionally Omitted.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT E
[to be retyped on letterhead of Developer]

_____, 20__

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

Re: Jobs and Occupancy Certificate
A. Finkl & Sons Co. Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to the A. Finkl & Sons Co. Redevelopment Agreement dated as of _____, 20__ (the "Agreement") and constitutes the Jobs and Occupancy Certificate of the Developer for the period ended _____, _____ (the "Period"). The undersigned certifies that (a) the Developer continues to maintain its Facility at 1355 East 93rd Street in the City of Chicago, Illinois, or at its Southport Facility located at 2011 North Southport Avenue, which is within the City of Chicago, Illinois; (b) the Developer continues to maintain at least 300 FTEs at the Facility; (c) the Developer's chief executive officer, chief financial officer, and senior officer-level employees performing the primary executive and financial functions for the Developer have their principal offices at the Facility; (d) the developer continues to maintain the Facility at 1355 East 93rd Street in the City of Chicago, Illinois, or elsewhere within the Redevelopment Area (as defined in the Agreement) and has located _____ new FTEs at the Facility during the Period; (e) a total of _____ FTEs have been located at the Facility since the execution of the Agreement; and (f) each of the individuals listed in the chart below is a Full Time Equivalent Employee of the Developer at either the Facility or the Southport Facility, as indicated. Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

A. FINKL & SONS CO.

By: _____

Its: _____

Full Time Equivalent Employees located at the Facility as of _____, 20__

Employee Name (Last, First)	Address of Principal Residence	Zip Code of Principal Residence	Number of months employed at the Headquarters during the year	On the payroll for work done at the Headquarters? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1750 during the year (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)	Job title

Full Time Equivalent Employees located at the Southport Facility as of _____, 20__

Employee Name* (Last, First)	Address of Principal Residence	Zip Code of Principal Residence	Number of months employed at the Training Center during the year	On the payroll for work done at the Training Center? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1750 during the year (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)	Job title

Indicate New FTEs with an asterisk () next to employee's name

Note:

- Up to five percent (5%) of the FTEs may consist of job shares or similar work arrangements
- If the applicable FTE Goal was not met for the relevant period, then the Developer should indicate what efforts were made to meet the FTE Goal.

EXHIBIT F

Intentionally Omitted.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: none.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT H-1
PROJECT BUDGET

Categories	Budget
Forge Shop Heavy	\$11,946,551.00
Forge Furnace Heavy	\$12,249,644.00
Forge Shop Building Infrastructure	\$1,129,102.00
Heat Treat	\$8,457,684.00
Heat Tank	\$105,000.00
Machine Shop	\$10,043,534.00
Manufacturing Infrastructure – Transfer Cars	\$2,869,130.00
Melt Shop	\$57,772,414.59
Administration Engineering	\$383,890.00
Administration Environment	\$790,438.00
Forge Shop – Building Infrastructure/Cranes	\$1,580,000.00
Heat Treat – Heavy – Crane	\$293,119.00
Landscaping Design/Installation	\$1,000,000.00
Category A Subtotal =	\$108,620,506.59
Administration, Permits & Licenses	\$256,092.00
Land Purchases & Development	\$9,800,000.00
Plant Infrastructure G.C. Work (High Voltage Equipment)	\$12,992,070.43
Category B Subtotal =	\$23,048,162.43
All General Construction Work	\$30,079,440.98
Category C Subtotal =	\$30,079,440.98
Total Budget =	\$161,749,110.00

EXHIBIT H-2

MBE/WBE BUDGET

See attached

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

A. Finkl & Sons
 MWBE Budget
 March 1, 2012

Budget Item	Name of Firm	Categories	Budget	Equipment %	Installation Labor %*	Description of Work Performed
Total Budget:	All Firms	All Categories	\$ 161,748,110.00			
A - Owners Responsibility:						
	A. Finkl & Sons	Forge Shop Heavy	\$ (11,846,551.00)	95%	5%	State of the art forging presses with one of a kind hydraulic manipulators, extremely high pressure pumps, and manifolds. They are made by only a few companies in the world and are not made locally.
	A. Finkl & Sons	Forge Furnace Heavy	\$ (12,249,644.00)	80%	20%	Very high efficiency combustion systems are highly specialized. They are made by only two (2) companies in the US, neither of which are local.
	A. Finkl & Sons	Forge Shop Building Infrastructure	\$ (1,129,102.00)	85%	15%	Cranes, associated material handling, and ventilation systems are highly specialized. They are capable of handling loads from highly specialized facilities.
	A. Finkl & Sons	Heat Treat	\$ (8,457,684.00)	80%	20%	Cranes and associated material handling systems are highly specialized. They are capable of handling loads from highly specialized facilities.
	A. Finkl & Sons	Heat Tank	\$ (105,000.00)	75%	25%	Owner-designed, one of a kind tank for Finkl's specialized steelmaking process. They are designed in order to achieve the specific mechanical properties necessary for our steel.
	A. Finkl & Sons	Machine Shop	\$ (10,043,634.00)	85%	15%	Owner-designed, one of a kind milling and cold steel machining equipment for large forging products.
	A. Finkl & Sons	Manufacturing Infrastructure - Transfer Cars	\$ (2,869,130.00)	80%	10%	Cranes and associated material handling are highly specialized. They are capable of handling loads from highly specialized facilities.
	A. Finkl & Sons	Melt Shop	\$ (57,772,414.59)	80%	10%	Owner-designed and issued melt shop. Specifications for a one of a kind, state of the art shop capable of making steel to extremely high temperatures. This includes the systems needed to operate the shop. No US manufacturing capacity to supply furnace and/or necessary specified parts.
	A. Finkl & Sons	Administration Engineering	\$ (383,890.00)	20%	80%	Finkl in-house design and engineering staff.
	A. Finkl & Sons	Administration Environment	\$ (780,438.00)	20%	80%	Finkl in-house design and environmental engineering staff to comply with OSHA and EPA requirements.
	A. Finkl & Sons	Forge Shop - Building Infrastructure/Cranes	\$ (1,580,000.00)	80%	10%	Very heavy, highly specialized hot metal handling equipment. This equipment was designed by Finkl and made by non-local firms, which must be specifically warranted.
	A. Finkl & Sons	Heat Treat - Heavy - Crane	\$ (293,118.00)	90%	10%	Accurately controlled hot metal handling equipment. This equipment is highly specialized and is made by only a few companies in the US.
	A. Finkl & Sons	Landscaping Design / Installation	\$ (1,000,000.00)	50%	50%	All landscaping to be performed in-house by Finkl Landscaping, a wholly-owned subsidiary.
		Category A Subtotal =	\$ (108,520,505.59)			
B - Exclusions:	City of Chicago	Administration, Permits & Licenses	\$ (256,092.00)			
	A. Finkl & Sons	Land Purchases & Development	\$ (9,300,000.00)			
	ComEd (C.P.L.)	Plant Infrastructure G.C. Work (High Voltage Equipment)	\$ (12,662,070.43)			High voltage system is the largest such set-up in Chicago/Cook County. Designed and engineered by ComEd, this system utilized a highly specialized ComEd authorized installation contractor.
		Category B Subtotal =	\$ (23,048,162.43)			
C - General Construction:	All General Construction Firms	All General Construction Work	\$ 30,079,440.98			
		Category C Subtotal =	\$ 30,079,440.98			
M/WBE BUDGET:	All Firms	Total M/WBE Budget =	\$ 30,079,440.98			

* Staff assigned to install equipment were a combination of Finkl existing workforce and/or the workforce of equipment manufacturers and installers. They were assigned according to the highly specialized nature of their work or they were a part of a manufacturer's warranty requirement. As such, there are no local certified M/WBE contractors that can meet the manufacturer's requirement for installation of this specialized equipment. Additionally, all labor costs shown above are the external costs of the 3rd party specialized installers and no Finkl internal labor cost has been imputed to this number.

EXHIBIT I

APPROVED PRIOR EXPENDITURES

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT K

INTENTIONALLY OMITTED

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT L

REQUISITION FORM

[Not attached for Recording purposes.]

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT M-1

FORM OF CITY NOTE A

REGISTERED
NO. R-1

PRINCIPAL AMOUNT
\$16,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE (A. FINKL & SONS CO.
REDEVELOPMENT PROJECT), TAX-EXEMPT SERIES A

Registered Owner: A. Finkl & Sons Co.

Interest Rate: ___ per annum

Maturity Date: June 10, 2033

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$16,000,000 and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the later of (a) the date of the advance, or (b) the date of issuance of the Certificate. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due in accordance with the attached debt service schedule on March 1 of each year until the earlier of Maturity or until this Note is paid in full.

Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$16,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer (the "Project"), in connection with the rehabilitation of a manufacturing and warehousing facility building in the Stony Island Avenue Commercial and Burnside Industrial Corridor Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on June 27, 2012 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area, on deposit in the A. Finkl & Sons Co. Project Account, which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid

Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price as set forth in Section 4.03(b)(iii) of the Redevelopment Agreement. The City may prepay this Note in accordance with Section 4.03(b)(iii) of the Redevelopment Agreement. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the

same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [_____, 2014] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$[_____] shall be deemed to be a disbursement of the proceeds of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF
AUTHENTICATION

Registrar
and Paying Agent
Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (A. Finkl & Sons Co. Redevelopment Project), Tax-exempt Series A, of the City of Chicago, Cook County, Illinois.

Comptroller
Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:

ITS:

CERTIFICATION OF EXPENDITURE

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$16,000,000 Tax Increment Allocation Revenue Note
(A. Finkl & Sons Co. Redevelopment Project, Tax-exempt Series A)
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on June 27, 2012 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$_____, including the amount of this Certificate and less payment made on the Redevelopment Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of (Closing Date).

CITY OF CHICAGO

By: _____
Commissioner
Department of Planning and Development

AUTHENTICATED BY:

REGISTRAR

EXHIBIT M-2
FORM OF CITY NOTE B

REGISTERED
NO. R-1

PRINCIPAL AMOUNT
\$4,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO
TAX INCREMENT ALLOCATION REVENUE NOTE (A. FINKL & SONS CO.
REDEVELOPMENT PROJECT)
TAXABLE SERIES B

Registered Owner: A. Finkl & Sons Co.

Interest Rate: ___ per annum

Maturity Date: June 10, 2033

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$4,000,000 and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the later of (a) the date of the advance, or (b) the date of issuance of the Certificate. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due in accordance with the attached debt service schedule on March 1 of each year until the earlier of Maturity or until this Note is paid in full.

Payments shall be made with the remainder of Available Incremental Taxes after payments are made under City Note A (as defined in the Redevelopment Agreement), provided that no payments shall be made on this Note until the issuance of a Certificate of Completion (as defined in the Redevelopment Agreement). Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$4,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer (the "Project"), in connection with the rehabilitation of a manufacturing and warehousing facility building in the Stony Island Avenue Commercial and Burnside Industrial Corridor Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on June 27, 2012 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to

certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner

and subject to the limitations provided in the Ordinance and the Redevelopment Agreement (as defined below), and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [_____, ____] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$4,000,000 shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 (Remedies) and Section 4.03(b)(iv) (City Note B) of the Redevelopment Agreement, the City has reserved the right to suspend and/or terminate payments of principal and of interest on this Note upon the occurrence of certain conditions, and the City has reserved the right to offset liquidated damage amounts owed to the City against the principal amount outstanding under this Note. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all

other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF
AUTHENTICATION

Registrar
and Paying Agent
Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (A. Finkl & Sons Co. Redevelopment Project), Taxable Series B, of the City of Chicago, Cook County, Illinois.

Comptroller
Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:

ITS:

CERTIFICATION OF EXPENDITURE

_____, 2014

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$4,000,000 Tax Increment Allocation Revenue Note
(A. Finkl & Sons Co. Redevelopment Project, Taxable Series B)
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on June 27, 2012 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$4,000,000 is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$4,000,000, including the amount of this Certificate and less payment made on the Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of _____, 2014.

CITY OF CHICAGO

By: _____
Commissioner
Department of Planning and
Development

AUTHENTICATED BY:

REGISTRAR

EXHIBIT N

INTENTIONALLY OMITTED

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

EXHIBIT O

FORM OF PAYMENT BOND

NOT APPLICABLE – NO WORK IN THE PUBLIC WAY

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND
BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

FINANCIAL REPORT

DECEMBER 31, 2014

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

C O N T E N T S

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INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited the accompanying financial statements of the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project of the City of Chicago, Illinois, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the Project's basic financial statements as listed in the table of contents.

The financial statements present only the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project and do not purport to, and do not present fairly the financial position of the City of Chicago, Illinois, as of December 31, 2014, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project of the City of Chicago, Illinois, as of December 31, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The Schedule of Expenditures by Statutory Code is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Bansley and Kiener, L.L.P.

Certified Public Accountants

June 30, 2015

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)

As management of the Stony Island Avenue Commercial and Burnside Industrial Corridors Tax Increment Redevelopment Project Area (Project), we offer the readers of the Project's financial statements this narrative overview and analysis of the Project's financial performance for the year ended December 31, 2014. Please read it in conjunction with the Project's financial statements, which follow this section.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Project's basic financial statements. The Project's basic financial statements include three components: 1) government-wide financial statements, 2) governmental fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information concerning the Project's expenditures by statutory code.

Basic Financial Statements

The basic financial statements include two kinds of financial statements that present different views of the Project – the *Government-Wide Financial Statements* and the *Governmental Fund Financial Statements*. These financial statements also include the notes to the financial statements that explain some of the information in the financial statements and provide more detail.

Government-Wide Financial Statements

The government-wide financial statements provide both long-term and short-term information about the Project's financial status and use accounting methods similar to those used by private-sector companies. The statement of net position includes all of the project's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the Project's net position and how they have changed. Net position – the difference between the Project's assets and liabilities – is one way to measure the Project's financial health, or position.

Governmental Fund Financial Statements

The governmental fund financial statements provide more detailed information about the Project's significant funds – not the Project as a whole. Governmental funds focus on: 1) how cash and other financial assets can readily be converted to cash flows and 2) the year-end balances that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps determine whether there are more financial resources that can be spent in the near future to finance the Project. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the statements to explain the relationship (or differences) between them.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Continued)

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and governmental fund financial statements. The notes to the financial statements follow the basic financial statements.

Other Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents a schedule of expenditures by statutory code. This supplementary information follows the notes to the financial statements.

Condensed Comparative Financial Statements

The condensed comparative financial statements are presented on the following page.

Analysis of Overall Financial Position and Results of Operations

Property tax revenue for the Project was \$2,769,280 for the year. This was an increase of 18 percent over the prior year. The change in net position (including other financing uses) produced a decrease in net position of \$154,468. The Project's net position decreased by 2 percent from the prior year making available \$7,964,059 of funding to be provided for purposes of future redevelopment in the Project's designated area.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Concluded)

Government-Wide

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>% Change</u>
Total assets	\$ 8,070,311	\$ 8,318,566	\$ (248,255)	-3%
Total liabilities	<u>106,252</u>	<u>200,039</u>	<u>(93,787)</u>	-47%
Total net position	<u>\$ 7,964,059</u>	<u>\$ 8,118,527</u>	<u>\$ (154,468)</u>	-2%
Total revenues	\$ 2,788,333	\$ 2,356,819	\$ 431,514	18%
Total expenses	<u>1,177,678</u>	<u>967,596</u>	<u>210,082</u>	22%
Other financing uses	<u>1,765,123</u>	<u>2,912,685</u>	<u>(1,147,562)</u>	-39%
Changes in net position	<u>(154,468)</u>	<u>(1,523,462)</u>	<u>1,368,994</u>	90%
Ending net position	<u>\$ 7,964,059</u>	<u>\$ 8,118,527</u>	<u>\$ (154,468)</u>	-2%

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

STATEMENT OF NET POSITION AND
GOVERNMENTAL FUNDS BALANCE SHEET
DECEMBER 31, 2014

<u>A S S E T S</u>	<u>Governmental Funds</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
Cash and investments	\$ 5,567,478	\$ -	\$ 5,567,478
Property taxes receivable	2,489,000	-	2,489,000
Accrued interest receivable	13,833	-	13,833
Total assets	<u>\$ 8,070,311</u>	<u>\$ -</u>	<u>\$ 8,070,311</u>
<u>LIABILITIES AND DEFERRED INFLOWS</u>			
Vouchers payable	\$ 26,968	\$ -	\$ 26,968
Due to other City funds	78,508	-	78,508
Other accrued liability	776	-	776
Total liabilities	<u>106,252</u>	<u>-</u>	<u>106,252</u>
Deferred inflows	<u>2,077,967</u>	<u>(2,077,967)</u>	<u>-</u>
<u>FUND BALANCE/NET POSITION</u>			
Fund balance:			
Restricted for future redevelopment project costs	<u>5,886,092</u>	<u>(5,886,092)</u>	<u>-</u>
Total liabilities, deferred inflows and fund balance	<u>\$ 8,070,311</u>		
Net position:			
Restricted for future redevelopment project costs		<u>7,964,059</u>	<u>7,964,059</u>
Total net position		<u>\$ 7,964,059</u>	<u>\$ 7,964,059</u>

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance - governmental funds	\$ 5,886,092
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	<u>2,077,967</u>
Total net position - governmental activities	<u>\$ 7,964,059</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>Governmental Funds</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues:			
Property tax	\$ 2,731,992	\$ 37,288	\$ 2,769,280
Interest	19,053	-	19,053
	<hr/>	<hr/>	<hr/>
Total revenues	2,751,045	37,288	2,788,333
Expenditures/expenses:			
Economic development projects	1,177,678	-	1,177,678
	<hr/>	<hr/>	<hr/>
Excess of revenues over expenditures	1,573,367	37,288	1,610,655
Other financing uses:			
Operating transfers out (Note 2)	(1,765,123)	-	(1,765,123)
	<hr/>	<hr/>	<hr/>
Excess of expenditures and other financing uses over revenues	(191,756)	191,756	-
Change in net position	-	(154,468)	(154,468)
Fund balance/net position:			
Beginning of year	6,077,848	2,040,679	8,118,527
	<hr/>	<hr/>	<hr/>
End of year	<u>\$ 5,886,092</u>	<u>\$ 2,077,967</u>	<u>\$ 7,964,059</u>

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - governmental funds	\$ (191,756)
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	<hr/> 37,288
Change in net position - governmental activities	<u>\$ (154,468)</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

(a) *Reporting Entity*

In June 1998, the City of Chicago (City) established the Stony Island Avenue Commercial and Burnside Industrial Corridors Tax Increment Redevelopment Project Area (Project). The area has been established to finance improvements, leverage private investment and create and retain jobs. The Project is accounted for within the capital project and special revenue funds of the City.

(b) *Government-Wide and Fund Financial Statements*

The accompanying financial statements of the Project have been prepared in conformity with generally accepted accounting principles as prescribed by the Government Accounting Standards Board (GASB). Effective January 2013, GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, standardized the presentation of deferred outflows and inflows of resources and their effect on the Project's net position. The financial impact resulting from the implementation of GASB Statement No. 63 is primarily the change in terminology from Net Assets to Net Position. In addition, GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, was implemented to establish accounting and financial reporting standards that reclassify as deferred inflows of resources, certain items that were previously reported as liabilities and recognizes, as inflows of resources, certain items that were previously reported as liabilities.

Previously, GASB Statement No. 34 (as amended) was implemented and included the following presentation:

- A Management Discussion and Analysis (MD&A) section providing an analysis of the Project's overall financial position and results of operations.
- Government-wide financial statements prepared using the economic resources measurement focus and the *accrual basis of accounting* for all the Project's activities.
- Fund financial statements, which focus on the Project's governmental funds *current financial resources measurement focus*.

(c) *Measurement Focus, Basis of Accounting and Financial Statements Presentation*

The government-wide financial statements are reported using the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

The governmental fund financial statements are prepared on the *modified accrual basis of accounting* with only current assets and liabilities included on the balance sheet. Under the *modified accrual basis of accounting*, revenues are recorded when susceptible to accrual, i.e., both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes are susceptible to accrual and recognized as a receivable in the year levied. Revenue recognition is deferred unless the taxes are received within 60 days subsequent to year-end. Expenditures are recorded when the liability is incurred.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. The City has elected not to follow subsequent private-sector guidance.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS

(Continued)

Note 1 – Summary of Significant Accounting Policies (Concluded)

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

(d) *Assets, Liabilities and Net Position*

Cash and Investments

Cash belonging to the City is generally deposited with the City Treasurer as required by the Municipal Code of Chicago. The City Comptroller issues warrants for authorized City expenditures which represent a claim for payment when presented to the City Treasurer. Payment for all City warrants clearing is made by checks drawn on the City's various operating bank accounts.

The City Treasurer and City Comptroller share responsibility for investing in authorized investments. Interest earned on pooled investments is allocated to participating funds based upon their average combined cash and investment balances.

The City values its investments at fair value or amortized cost. U.S. Government securities purchased at a price other than par with a maturity of less than one year are reported at amortized cost.

Deferred Inflows

Deferred inflows represent deferred property tax revenue amounts to be recognized as revenue in future years in the governmental fund financial statements

Capital Assets

Capital assets are not capitalized in the governmental funds but, instead, are charged as current expenditures when purchased. The Government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) of the City includes the capital assets and related depreciation, if any, of the Project in which ownership of the capital asset will remain with the City (i.e. infrastructure, or municipal building). All other construction will be expensed in both the government-wide financial statements and the governmental funds as the City nor Project will retain the right of ownership.

(e) *Stewardship, Compliance and Accountability*

Illinois Tax Increment Redevelopment Allocation Act Compliance

The Project's expenditures include reimbursements for various eligible costs as described in subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and the Redevelopment Agreement relating specifically to the Project. Eligible costs include but are not limited to survey, property assembly, rehabilitation, public infrastructure, financing and relocation costs.

Reimbursements

Reimbursements, if any, are made to the developer for project costs, as public improvements are completed and pass City inspection.

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS
(Concluded)

Note 2 – Operating Transfers Out

During 2014, in accordance with State statutes, the Project transferred \$1,413,459 to the contiguous 71st and Stony Island Redevelopment Project to fund debt service for Phase I of the Modern Schools Across Chicago Bonds, Series 2007. In addition, the Project transferred \$351,664 to the contiguous 71st and Stony Island Redevelopment Project to fund the East 76th Street resurfacing project.

Note 3 – Commitments

The City has pledged certain amounts solely from available excess incremental taxes to provide financial assistance to a developer under the terms of a redevelopment agreement for the purpose of paying costs of certain eligible redevelopment project costs.

As of December 31, 2014, the Project has entered into contracts for approximately \$566,000 for services and construction projects.

SUPPLEMENTARY INFORMATION

CITY OF CHICAGO, ILLINOIS
STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS
REDEVELOPMENT PROJECT

SCHEDULE OF EXPENDITURES BY STATUTORY CODE

Code Description

Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing	\$ 85,418
Costs of property assembly, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land	500,000
Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures	563,182
Costs of the construction of public works or improvements	7,400
Costs of job training and retraining projects	<u>21,678</u>
	<u>\$ 1,177,678</u>



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INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project of the City of Chicago, Illinois, which comprise the statement of net position and governmental funds balance sheet as of December 31, 2014, and the related statement of activities and governmental funds revenues, expenditures and changes in fund balance for the year then ended, and the related notes to the financial statements, and we have issued our report thereon dated June 30, 2015.

In connection with our audit, nothing came to our attention that caused us to believe that the Project failed to comply with the regulatory provisions in Subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Allocation Redevelopment Act and Subsection (o) of Section 11-74.6-10 of the Illinois Industrial Jobs Recovery Law as they relate to the eligibility for costs incurred incidental to the implementation of the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project of the City of Chicago, Illinois.

However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Project's noncompliance with the above referenced regulatory provisions, insofar as they relate to accounting matters.

This report is intended for the information of the City of Chicago's management. However, this report is a matter of public record, and its distribution is not limited.

Bansley and Kiener, L.L.P.
Certified Public Accountants

June 30, 2015