

**AMENDED AND RESTATED
REDEVELOPMENT/LOAN
AGREEMENT**

Dated February 26, 1991

CHINATOWN SQUARE PROJECT

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AMENDED AND RESTATED
REDEVELOPMENT/LOAN AGREEMENT - CHINATOWN SQUARE PROJECT

This Agreement, executed on February 26, 1991 is made by and among the CITY OF CHICAGO, Illinois, a public body corporate (the "City"), CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois corporation ("CADC"), CHINESE AMERICAN DEVELOPMENT FOUNDATION, an Illinois not for profit corporation ("CADF"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreements known as (i) Trust No. 67060, dated July 1, 1987 ("CADC Trustee" and the trust, "CADC Trust"), (ii) Trust No. 66666, dated July 1, 1987 ("CADF Trustee" and the trust, "CADF Trust"), and (iii) Trust No. 113361-04, dated January 25, 1991 ("Phase 1A1 Trustee" and the trust, "Phase 1A1 Trust") (all three trusts/trustee relationships collectively, the "Trustees"). CADC, CADF, CADC Trustee, CADF Trustee and Phase 1A1 Trustee are hereinafter sometimes referred to collectively and separately as "Developer." In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. PRELIMINARY RECITALS.

1.1 The City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight and encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with

third parties for the purpose of achieving the aforesaid purpose.

1.2 Developer has entered into real estate sale agreements ("Sale Contracts") to purchase from Catellus Development Corporation (formerly known as Santa Fe Pacific Realty Corporation) ("Catellus") and the Atchison, Topeka and Santa Fe Railway Company (which subsequently assigned its Sale Contract, and transferred the property subject thereto, to Catellus) approximately thirty (30) acres of vacant land (the "Real Estate") situated at Archer Avenue and Wentworth Avenue, as more particularly described on Exhibit A, together with the entire beneficial interest in and power of direction over Oak Park Trust and Savings Bank Trust No. 1777 under Trust Agreement dated September 15, 1946, which Trust owns leasehold estates (the "Old Leases") in two tracts of land consisting of approximately 0.6 acres in the aggregate beneficially owned by the Chicago Board of Education, which real property is more particularly described on Exhibit A1 attached hereto. CADC and CADC Trust are about to enter into a new lease granting a leasehold estate (the "Leasehold") with the Chicago Board of Education with respect to the property formerly demised under the Old Leases, and the Old Leases will be terminated. The Real Estate and the Leasehold are collectively referred to hereinafter as the "Property." Exhibits A and A1 and all other lettered exhibits referred to in this Agreement are attached hereto and by their reference are incorporated into and made a part of this Agreement.

1.3 The Property consists of unused rail yards, rail tracks and railroad rights of way which impair the sound growth of the City's real property tax revenues. The developer intends to construct the "Project" on the Property, which "Project" is to consist of (i) the "CADC Project," itself comprised of the phased development on the CADC Property (as hereinafter defined) of approximately 280 townhouses and condominiums, 56 retail and office units, an oriental theme open air mall and plaza, 100,000 square foot Asian trade center and a 200 room hotel, together with related surface parking, roads, utilities and landscaping; and (ii) the "CADF Project," which is to be comprised of the development on the CADF Property (as hereinafter defined) of a community center and approximately 150 units of housing for the elderly.

1.4 The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Sections 11-74.4-1 et seq., of Ch. 24, Ill. Rev. Stat., as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

1.5 To stimulate and induce the acquisition and redevelopment of the Redevelopment Project Area, and pursuant to the TIF Act, the City Council of the City of Chicago ("City Council"), on December 18, 1986, adopted the following ordinances: (1) "An Ordinance of the City of Chicago, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Chinatown Redevelopment Project

Area," (2) "An Ordinance of the City of Chicago, Illinois, designating the Chinatown Area of said City a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Project Act," and (3) "An Ordinance of the City of Chicago, Illinois adopting Tax Increment Allocation Financing for the Chinatown Redevelopment Project Area." Said ordinances are sometimes hereinafter referred to as the "TIF Ordinances."

1.6 In connection with the development of the Property, Developer, as provided herein, will act as the City's agent to cause to be constructed the public improvements described in Exhibit B relating to Phase 1A1 (as hereinafter defined) (the "Phase 1A1 TIF Improvements"). The Phase 1A1 TIF Improvements, together with any other public improvements required in connection with development of the Project, are hereinafter referred to as the "TIF Improvements."

1.7 In 1989 public notice/advertisement for a designated developer for the Property was accomplished, resulting in Developer being designated as the developer for the Property.

1.8 For the purpose of paying a portion of the redevelopment costs of the Property, the City Council on June 7, 1990 passed "An Ordinance of the City of Chicago, Illinois, providing for the issuance of \$5,591,115 Chinatown Tax Increment Allocation Bonds, Series 1990A" (said Series 1990A Bonds, together with any bonds issued on a parity with,

or used to refund, such Bonds, are hereinafter referred to as the "TIF Bonds"). The proceeds of the TIF Bonds generally (the "TIF Funds") will be used to finance acquisition of public right of way as well as to construct the TIF Improvements. Specifically, the proceeds of the Series 1990A Bonds (the "Phase 1A1 TIF Funds") will be used to finance the Phase 1A1 TIF Improvements.

1.9 Developer intends to develop residential, institutional and commercial structures on the Property in accordance with the provisions of this Agreement. The initial phase ("Phase 1A1") of development on the Property will be comprised of the construction of approximately 52 retail and office units containing approximately 175,000 square feet of space, together with an oriental theme open air mall and plaza area, on a portion of the Property consisting of approximately 6 to 7 acres as described in Exhibit B1 ("Phase 1A1 Property").

1.10 The City of Chicago applied to the Illinois Development Finance Authority ("IDFA") for a \$1,000,000 Illinois Development Action Grant ("IDAG") for the purpose of providing a low-interest loan to CADC ("CADC/IDAG Loan") and a \$1,000,000 IDAG for the purpose of providing a low interest loan to CADF ("CADF/IDAG Loan"). Such loans are to be evidenced by the promissory notes of the Developer in the forms of Exhibits C and C1, respectively, and secured in accordance with this Agreement.

1.11 The aforementioned IDAG applications were authorized by the City Council by Ordinances passed February 26, 1986 and printed in the Journal of Proceedings of the City Council at pages 28054-56. The Ordinances provided that in the event the applications were approved by IDFA, the Commissioner of the Department of Planning of the City was authorized to enter into and execute on behalf of the City IDAG agreements.

1.12 In response to said applications, IDFA approved IDAG Nos. 698-AG and 699-AG which provide funds to the City which may be loaned to CADC and CADF, respectively. IDFA and the City then entered into Illinois Development Action Grant Agreements, dated as of February 26, 1987, relative to CADC and CADF, respectively.

1.13 The City Council, by Ordinances passed September 13, 1989, authorized the Mayor of the City and/or the Commissioner ("Commissioner") of the Department of Economic Development ("Department") of the City to enter into and execute, on behalf of the City, IDAG agreements, a Redevelopment/Loan Agreement and such other documents, as are necessary to effectuate the CADC/IDAG Loan, the CADF/IDAG Loan and IDAG Nos. 698-AG and 699-AG, and all amendments thereto.

1.14 The City, as recipient of Community Development Block Grant funds ("CD Funds") made available pursuant to the Housing and Community Development Act of 1974, as amended (the "CD Act"), may currently utilize available but

unexpended CD Funds (the "CD Float Funds") for low interest land acquisition, construction and development loans to private developers for eligible community development projects such as the Project, provided that, in the event the CD Float Funds are legally required by the City for Community Development Block Grant programs, the CD Float Funds are immediately returned to the City.

1.15 The City Council, by Ordinance passed December 23, 1985 and printed in the Journal of Proceedings of the City Council at pages 525403-05, authorized the negotiation of a loan of CD Float Funds (the "CD Float Loan") to CADC in an amount not to exceed \$7.7 million for the purpose of providing interim financing for the Project.

1.16 The CD Float Loan is to be in the aggregate principal amount provided in, and is to be evidenced by, the two (2) demand promissory notes of the Developer in the forms of Exhibits C2 and C3 ("CD Float Loan Notes"). The CD Float Loan is to be secured by an unconditional, irrevocable letter or letters of credit issued to the City in an aggregate amount equal to the principal amount borrowed under the CD Float Loan Notes and by other collateral which the City may require.

1.17 The entire principal amount of the CD Float Loan, plus any accrued but unpaid interest, shall be due and payable on demand and at such other times as provided in the CD Float Loan Notes.

1.18 The implementation of the financing program described herein will be of benefit to the Developer in developing the Project as contemplated by this Agreement.

1.19 The development of the Project and the TIF Improvements would not reasonably be anticipated without the financing program contemplated by this Agreement.

1.20 The City Council by Ordinance adopted May 30, 1986 and printed at pages 30132-84 of the Journal of Proceedings of the City Council authorized the execution of that certain Redevelopment/Loan Agreement - Chinatown Basin Project (the "Prior Agreement") in substantially the form attached thereto which Agreement contained terms relating to the making of the IDAG loans and the CD Float Loan and the development by Developer of the Project.

1.21 Since the approval of the Prior Agreement, the timing, phasing and scope of the Project have changed such that the Prior Agreement no longer adequately reflects the intention of the parties.

1.22 The parties desire by this Agreement to amend and restate the Prior Agreement.

1.23 The City Council by Ordinances adopted April 25, 1990 and February 6, 1991, authorized the Commissioner to enter into and execute, on behalf of the City, this Amended and Restated Redevelopment/Loan Agreement and such other documents as are referred to herein or are otherwise necessary or desirable to effectuate the CD Float Loan and the development of the Project.

NOW, THEREFORE, in consideration of the covenants and obligations herein contained and for other consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties AGREE as follows:

2. AMENDED AND RESTATED AGREEMENT; PREAMBLE AND PRELIMINARY RECITALS.

2.1 Amendment and Restatement. This Agreement amends, restates and supersedes the Prior Agreement and contains all of the covenants, terms, obligations and provisions relating to the transactions described hereby and contemplated herein, and the Prior Agreement is hereby rendered of no force or effect.

2.2 Preamble; Preliminary Recitals. The Preamble and Preliminary Recitals set forth above are hereby incorporated in and made a part of this Agreement.

3. TAX INCREMENT FINANCING.

3.1 Developer Authorized as Agent with Respect to Construction of Certain TIF Improvements. In order to further the development of the Project, the City hereby designates CADC as the City's agent, and authorizes CADC as such agent, to cause the planning, coordination and construction of the TIF Improvements relating to each phase of the Project to be carried out in accordance with this Agreement and plans and specifications approved by the City. For the purposes of such agency, CADC and the City shall enter into a construction management agreement for each set or phase of TIF Improvements to be constructed. For the

Phase 1A1 TIF Improvements, CADC and the City shall enter into a construction management agreement in substantially the form of Exhibit C4.

3.2 Bid Requirement. Prior to entering into an agreement with a contractor for construction of any TIF Improvements (including the Phase 1A1 TIF Improvements), CADC shall have solicited bids from qualified contractors eligible to do business with and having an office located in the City. With respect to any set or phase of TIF Improvements to be constructed (including the Phase 1A1 TIF Improvements) ("TIF Phase"), CADC: (a) shall have solicited bids in accordance with the requirements set forth in Exhibit D; (b) shall have selected the contractor submitting the lowest responsible bid who can complete the TIF Improvements in a timely manner; and (c) shall have entered into a contract with said contractor in accordance with this Agreement to build said TIF Improvements, which contract shall conform to the guidelines set forth on Exhibit E. Nothing herein contained shall be construed to permit construction of any TIF Phase to commence before the Plans and Specifications for the work are completed and approved by applicable City departments as provided in this Agreement. The City reserves the right to complete additional improvements necessary to protect the health, safety or welfare of the public, as may be determined by the City, and pay for the cost thereof from the TIF Funds to the extent such funds are available.

3.3 Costs of TIF Improvements.

(a) The parties anticipate that the TIF Funds raised for a particular TIF Phase will be sufficient to pay for the construction of such TIF Improvements and that the Phase 1A1 TIF Funds will be sufficient to pay for the construction of the Phase 1A1 TIF Improvements. If the aggregate cost of the Phase 1A1 TIF Improvements undertaken by CADC as described in Exhibit B are in excess of the aggregate amount allocated for the Phase 1A1 TIF Improvements as set forth in Exhibit B, or if the aggregate cost of any particular TIF Phase is in excess of the TIF Funds allocated therefor, then CADC and CADF shall, jointly and severally, be fully responsible for, and shall hold the City harmless from, all costs and expenses of completing the Phase 1A1 TIF Improvements or other applicable TIF Phase in excess of the allocated TIF Funds.

(b) The major purpose of the TIF Improvements relating to any particular phase of the Project is to create the infrastructure to serve that phase of the Project and to thereby facilitate the completion of the Project phase. In order to ensure the completion of the Phase 1A1 TIF Improvements (and thus facilitate completion of Phase 1A1 itself), the City and CADC shall establish a construction contingency amount out of the applicable TIF Funds. The City will determine on a case by case basis whether a construction contingency amount will be required for each TIF Phase subsequent to Phase 1A1. If, despite such efforts, the cost exceeds the funds available for the Phase 1A1 TIF Improve-

ments or the TIF Improvements for any other applicable TIF Phase, the City may, but shall not be obligated to, confer with CADC to determine whether a change in scope of the particular TIF Improvements should be made which would adjust the cost of such improvements to better comport with the funds available. Such decision to change the scope of specific TIF Improvements shall be in the sole discretion of the Commissioner and shall not reduce CADC's and CADF's obligations pursuant to this Section. If cost savings yet remain after completion of all Phase 1A1 TIF Improvements listed in Exhibit B or all TIF Improvements in any subsequent TIF Phase, then, subject to the terms of the bond purchase agreement referred to below for those specific TIF Funds, any TIF Funds remaining from Phase 1A1 or any other TIF Phase may or may not be applied to other TIF eligible Redevelopment Project Costs (as defined in the applicable TIF Ordinance) at the sole discretion of the Commissioner.

3.4 Preconditions for Disbursement of TIF Funds.

CADC understands that the TIF Funds shall not be available for disbursement unless there is compliance with certain preconditions set forth in the applicable TIF Ordinance, the applicable Escrow (as hereinafter defined) and the applicable bond purchase agreement relating to those specific TIF Funds (such as the Phase 1A1 TIF Funds). CADC agrees to comply with and satisfy the preconditions to disbursement of the TIF Funds as provided in the applicable TIF Ordinance, Escrow and bond purchase agreement and shall furnish evidence of

compliance with such preconditions prior to disbursement of the corresponding TIF Funds.

3.5 Failure of Developer to Complete TIF Improvements. If CADC fails to complete any TIF Phase in accordance with the terms hereof, after notice and after expiration of all cure periods as provided for herein, then the City shall have the right (but not the obligation) to complete all or any portion of said improvements and to pay for the costs thereof (including interest costs) out of the applicable TIF Funds, as appropriate. If, and to the extent, the aggregate cost to the City of completing such TIF Improvements exceeds the amount of TIF Funds available for such purpose, CADC and CADF, jointly and severally, agree to pay to the City all costs and expenses expended by the City to complete such TIF Improvements in excess of the TIF Funds then available for disbursement, which costs and expenses shall include the interest costs of the City for the excess funds expended from the date expended until reimbursed.

3.6 TIF Bonds. The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the TIF Act shall be the primary source of funding for the TIF Improvements, that no funds for this purpose will come from the City and that certain funds for this purpose may come from the Developer as provided elsewhere in this Agreement.

3.7 Depository of Funds. The City, in its sole discretion, with consent of, or in consultation with, the

underwriter for the applicable TIF Bonds, and subject to the terms of the applicable TIF Ordinance, shall determine whether the TIF Funds relating thereto shall be held by the City Treasurer for disbursement or deposited with a commercial bank (the "Depository") chosen by the City and designated as a depository for City funds.

3.8 Disbursement of Funds. With respect to the proceeds of each series or issuance of TIF Bonds, the parties shall enter into a construction escrow or similar agreement (the "Escrow") in form and substance customarily used by the City for projects similar in nature to the Project and reasonably acceptable to the City and Developer, with a title insurance company or commercial bank (the "Escrowee") reasonably acceptable to all parties.

3.9 Conditions to Disbursement of Funds. It is expressly provided and agreed that the following are conditions precedent to any disbursement of funds from the applicable Escrow:

(i) With respect to every Escrow of TIF Funds (including the Phase 1A1 TIF Funds): (a) the Escrowee shall have caused the issuance by a title insurance company acceptable to the City of such title insurance and endorsements in a form satisfactory to the City as shall insure that there are no liens affecting the TIF Improvements and that all documents received have been reviewed and are sufficient to waive all rights of lien or that title insurance acceptable to the City shall have been issued which

insures over any and all said liens; and (b) CADC shall have secured financing from a lender acceptable to the City and shall have on hand and available the proceeds thereof for the construction of that portion of the Project which relates to the TIF Improvements for which disbursement is sought.

(ii) With respect to the Escrow for the Phase 1A1 TIF Funds, CADC shall have delivered to the City executed purchase agreements for at least sixty percent (60%) of 52 retail stores in Phase 1A1, together with evidence of downpayments at least equal to 25% of the purchase price of each store.

3.10 Amount of Payment for TIF Improvements. CADC has provided the City with Exhibit B, which lists the budget items for the Phase 1A1 TIF Improvements, including categories identifying types of improvements as well as line item costs for such categories. Prior to causing the commencement of construction of any TIF Phase beyond the Phase 1A1 TIF Improvements, Developer shall provide the City with a document similar to Exhibit B for such TIF Phase, certified by Developer ("TIF Budget"), with the categories of items and costs for that TIF Phase. Developer represents and warrants to the City that Exhibit B and all TIF Budgets for subsequent TIF Phases are, or will be, as applicable, true and complete. The contractors for the TIF Improvements ("TIF Contractors") shall be paid no more than the applicable amount set forth in Exhibit B (for the applicable Phase 1A1 TIF Improvements) or in the applicable TIF Budget (for the

other TIF Phases). In all cases, before Developer authorizes expending any more on the construction of specific TIF Improvements than is allocated to the construction of such improvements in the applicable line item as contained in Exhibit B or other applicable TIF Budget, Developer shall give (5) days prior written notice to the Commissioner, specifying (i) the line item amount allocated to the improvement, (ii) the proposed overage amount, (iii) the reason for the proposed overage and (iv) how the overage might be paid for from some other available Exhibit B or TIF Budget amount. In addition, if no contingency amount for construction of improvements was ever established in a particular TIF Budget or if 50% or less of the originally established contingency amount for construction of improvements provided for in the TIF Budget remains, Developer shall not authorize expending, and there shall not be expended, any more on the construction of specific TIF Improvements than is allocated to the construction of such improvements in the applicable line item as contained in Exhibit B or the TIF Budget applicable to that TIF Phase, unless: (i) Developer has first satisfied the Department that there are sufficient funds available with which to complete the remaining TIF Improvements; or (ii) Developer, with the City's consent as provided in Section 3.3, has reduced the scope of the TIF Improvements so that the remaining funds are adequate to pay for the cost of completion. Notwithstanding the foregoing provisions of this Section, Developer shall be fully responsible for, and shall

hold the City harmless from, all costs and expenses of completing all TIF Improvements in excess of the allocated TIF Funds.

3.11 Title Insurance. For each TIF Phase, Developer shall provide the City with a commitment for a 1970 ALTA owner's title insurance policy (Form B) naming the City as insured and as the fee owner of the property upon which such TIF Improvements are to be constructed, subject only to such title exceptions as are acceptable to the City. Such commitment shall be in the amount determined by the City to be adequate covering the portion of the Redevelopment Project Area owned by the City or upon which such TIF Improvements are to be constructed. Said commitment shall be later dated and appropriately endorsed at the time of each request for payment.

3.12 City Fees. Upon issuance of the Series 1990A Bonds, the City shall be paid a fee of \$75,000, and upon issuance of subsequent series of TIF Bonds, the City shall be paid a fee to be determined, in each case out of the applicable TIF Funds as a TIF Funded Redevelopment Project Cost to reimburse various departments of the City for the cost of administration and monitoring of the construction of the TIF Improvements, and legal and other expenses incurred by the City with respect to the TIF Improvements. At the CD Float Loan Closing the Developer shall pay the Department an additional fee of \$90,865 out of Developer's funds (with respect to the \$7.298 million CD Float Loan) in order to

reimburse the Department for the cost of administration and monitoring of the non-TIF portion of the Project. Developer shall also pay the Department an additional fee of one-half (1/2) of one percent (1%) of any CD Float Loan amount in excess of \$7.298 million.

3.13 Source of Funds for Payment of the TIF Bonds.

On December 18, 1986, the City adopted an ordinance entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing in connection with the Chinatown Redevelopment Tax Increment Financing Project" (the "Real Estate Tax Increment Ordinance"). That Ordinance provides, in part, for a particular allocation and payment of ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and at tax rates determined in the manner provided in Sections 11-74.4-9(c) of the TIF Act. Such taxes are limited to those for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) until the Project costs and obligations issued in respect thereto have been paid, which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Project Area as certified by the Cook County Clerk, all as provided in Sections 11-74.4-8 and 11-74.4-9 of the TIF Act (hereinafter the "Real Estate Tax Increment"). Such Real Estate Tax Increment shall be allocated to, and when collected shall be paid to, the City

Treasurer who shall deposit it in a special fund entitled "1986 Chinatown Basin Tax Increment Redevelopment Area Special Tax Allocation Fund" (the "Special Fund") for the purpose of paying redevelopment project costs and obligations incurred by the City. Because it is a special fund, deposits of the Real Estate Tax Increment into the Special Fund shall not be subject to the appropriation process of the City, and amounts deposited therein shall be disbursed in accordance with this Agreement without further action by the City.

3.14 TIF Purchase Agreement for Public R.O.W.

The provisions of the TIF Purchase Agreement for Public Right of Way: (a) for purchase of right of way relating to the Phase 1A1 TIF Improvements are set forth on Exhibit F (to be executed at the CD Float Loan Closing); and (b) for purchase of right of way relating to each TIF Phase subsequent to Phase 1A1 shall be in substantially the same form as Exhibit F.

3.15 Payment and Performance Bonds. The Developer shall require in the construction contract for each TIF Phase that the general contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects, forms (No. A311) or their equivalent, with the City being shown as obligee or as an additional obligee. The general contractor may, at its election, require bonds from subcontractors.

4. CERTAIN LOANS.

4.1 Project Loan. The City hereby agrees, subject to the terms and conditions contained in this Agreement, to make loans in the aggregate principal amount of up to Nine Million Two Hundred Ninety-Eight Thousand Dollars (\$9,298,000) (plus, in the Commissioner's discretion, an additional \$402,000 for site preparation) ("Project Loan"), the proceeds of which shall be used by the Developer to pay land acquisition (and possibly site preparation) costs of the Project and to purchase the Property pursuant to the Sale Contracts. The Project Loan will be comprised of a loan of CD Float Funds of up to Seven Million Two Hundred Ninety-Eight Thousand Dollars (\$7,298,000) (plus possibly an additional \$402,000) and loans of IDAG funds totalling Two Million Dollars (\$2,000,000). The CD Float Loan and the CADC/IDAG Loan shall be made to CADC to fund the acquisition (and possibly site preparation) by CADC of that portion of the Property (including but not limited to the Leasehold) consisting of approximately 30 acres described in Exhibit F1 ("CADC Property") upon which the CADC Project shall be developed. That portion of the CADC Property lying north of the north line of vacated 19th Street extended to the west property line of the CADC Property is herein referred to as the "North Property." That portion of the CADC Property not falling within the North Property or the Phase 1A1 Property is herein referred to as the "Middle Property." The Leasehold shall be deemed to form a portion of the Middle

Property. The CADF/IDAG Loan shall be made to CADF to fund the acquisition by CADF of that portion of the Property consisting of approximately 1.85 acres described in Exhibit F2 ("CADF Property") upon which the CADF Project shall be developed. Closing on the CD Float Loan and the IDAG Loans will, to the extent possible, occur simultaneously. It shall be a condition to the City's obligation to fund any part of the Project Loan, that the other portions are being funded simultaneously or contemporaneously or that there is a commitment, in form and substance satisfactory to the City, obligating the funding of such other portions.

4.2 Construction Loan. Developer will borrow approximately \$11.5 million ("Phase 1A1 Construction Loan") from Continental Bank N.A. ("Phase 1A1 Construction Lender") to finance the construction of Phase 1A1. The documents required by the Phase 1A1 Construction Lender to secure the Phase 1A1 Construction Loan and to secure any payments made to the City under the letters of credit to be issued by Continental Bank N.A. are hereinafter referred to as the "Phase 1A1 Construction Loan Security Documents." The Phase 1A1 Construction Lender shall have no mortgage or security interest in the Middle Property, the North Property or the CADF Property. The identity of the construction lender, as well as the terms of the construction loan security documents, for each phase of the Project after Phase 1A1 will be determined by the parties on a phase by phase basis.

5. CD FLOAT LOAN.

5.1 CD Float Loan Notes. The proceeds of the CD Float Loan shall be used to pay for acquisition of the Property. The CD Float Loan shall be evidenced by the CD Float Loan Notes. The CD Float Loan Notes shall be executed by CADC and the CADC Trustee holding title to the Property for the benefit of CADC and delivered to the City. The amounts from time to time outstanding under the CD Float Loan Notes shall bear interest prior to maturity at the simple interest rate of four percent (4%) per annum (computed on the basis of a year consisting of 365 days). After demand, maturity or default, the unpaid principal balance shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand. The CD Float Loan Notes shall provide that, anything herein contained to the contrary notwithstanding, the entire unpaid principal amount of either or both CD Float Loan Notes (or any portion thereof) and unpaid accrued interest thereon will be payable upon the City's demand. The CD Float Loan Notes shall further provide that, without limiting the demand characteristic of such notes, (i) all accrued interest on the entire principal amount of the notes plus the \$2,250,000 principal amount of

the smaller note shall be due and payable at the earlier of the closing of the sale of 52 of the retail units of Phase 1A1 or 18 months after the date of issuance of the notes (the "First Maturity Date") and (ii) the entire remaining unpaid principal amount of the larger note and all unpaid accrued interest shall be due and payable on the date three years after the date of issuance (the "Second Maturity Date"). The smaller note (and the larger note if it is secured by a "direct pay" letter of credit) shall be subject to prepayment of principal (without penalty or charge) only through direct payment under the Continental LC. If the larger note is secured by a "standby" letter of credit, it shall be subject to prepayment (without penalty or charge) by CADC itself. In any case, without the consent of Continental Bank N.A. there shall be no prepayments of the larger note until after the smaller note has been paid in full.

5.2 Security for CD Float Loan Notes.

(a) Letters of Credit. CADC shall cause a "direct pay" letter of credit to be issued by Continental Bank N.A. ("Continental LC") as security for and as the payment vehicle for the principal amount of the \$2.25 million CD Float Loan Note. CADC shall also cause "standby" or "direct pay" letters of credit to be issued by such financial institutions as shall be acceptable to the City ("Other LCs") to secure the payment of the principal amount of the larger CD Float Loan Note. The Other LCs and the Continental LC (collectively "Letters of Credit") shall be in form and

content acceptable to the City; shall be in the aggregate amount of the principal due on the CD Float Loan Notes; and shall be unconditional and irrevocable. The Other LCs shall have an expiration date of not earlier than one (1) year and fifteen (15) days following the Second Maturity Date (or in certain circumstances acceptable to the City, not earlier than one (1) year and fifteen (15) days after the last prepayment of principal under the CD Float Loan Note which they secure), unless they are "direct pay" letters of credit, in which case any different provisions for their expiration shall be satisfactory to the City. Continental Bank N.A. and the issuers of the Other LCs are sometimes hereinafter referred to as the "Issuers."

(b) Other Security. To further secure the payment of the principal of and interest on the CD Float Loan Notes in accordance with the terms and provisions thereof, CADC, CADF and, as appropriate, the CADC and CADF Trustees, shall grant to the City: (i) a mortgage lien ("CD Float Loan Mortgage") on the North Property, on the Middle Property and on the CADF Property; (ii) a security interest in all equipment (as defined in Article 9 of the Illinois Uniform Commercial Code) and also all other tangible personal property at any time located at or owned or acquired by CADC for use on or in the North Property, the Middle Property or the CADF Property and all proceeds, renewals and replacements thereof; (iii) a collateral assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement

relating to any portion of the North Property, the Middle Property or the CADF Property; (iv) first collateral assignments of the beneficial interests in the CADC Trust and the CADF Trust; and (v) such other security interests as the Department may reasonably require (the aforementioned documents are hereinafter referred to collectively as the "CD Float Loan Security Documents"). The CD Float Loan Security Documents shall be in form and content approved by the Commissioner and the Corporation Counsel of the City.

5.3 CD Float Loan Closing.

(a) CD Float Loan Closing Date. The closing for the CD Float Loan and the disbursement of the proceeds thereof (the "CD Float Loan Closing") shall be held at the offices of Jenner & Block, One IBM Plaza, Suite 3700, Chicago, Illinois 60611 at 10:00 a.m. on February 26, 1991 or on such other date or at such other time or location as the parties may mutually agree upon (the "CD Float Loan Closing Date").

(b) "New York" Closing. The CD Float Loan Closing shall be a so called "New York Style" Closing with the delivery of the lender's policy of title insurance required by Section 5.4 below and the recording and/or filing of the CD Float Loan Security Documents occurring on the CD Float Loan Closing Date. The cost of said closing shall be borne by CADC.

5.4 CADC's Deliveries at CD Float Loan Closing.

As an express condition to the CD Float Loan Closing, CADC shall deliver and shall cause CADF, the Trustees, the Issuers

and other persons, as appropriate, to deliver the following in form and content acceptable to the City on the CD Float Loan Closing Date (except the survey which shall be delivered not less than 10 days prior to the CD Float Loan Closing Date):

(a) The CD Float Loan Notes executed on behalf of CADC and the Trustees.

(b) The CD Float Loan Mortgage encumbering the Property executed on behalf of CADC, CADF and the Trustees in recordable form.

(c) Security Agreement executed on behalf of CADC, CADF and the Trustees.

(d) A Collateral Assignment of Rents and Leases executed on behalf of the CADC, CADF and the Trustees in recordable form.

(e) U.C.C. Financing Statements (central and local) executed on behalf of CADC, CADF and the Trustees.

(f) The Letters of Credit.

(g) First Collateral Assignments of the Beneficial Interests in the CADC Trust and the CADF Trust.

(h) Environmental Indemnity Agreements executed on behalf of CADC and CADF certifying to the City that the Property is in compliance with applicable federal, state and municipal environmental laws and regulations and indemnifying the City with respect to such matters.

(i) A true copy of the lease establishing the Leasehold and an executed estoppel letter from the Chicago Board of

Education, as lessor, certifying among other things, that the lease is valid and binding and that there exists no default by the lessee thereunder.

(j) An ALTA Mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company ("Title Company") in the aggregate principal amount of the CD Float Loan Notes, showing good and marketable fee simple title to (i) the Phase 1A1 Property to be in the Phase 1A1 Trustee, (ii) the Real Estate (other than the Phase 1A1 Property and the CADF Property and other than the fee encumbered by the Leasehold) to be in the CADC Trustee, (iii) the Leasehold to be in the CADC Trust, and (iv) the CADF Property to be in the CADF Trustee, and insuring the lien of the CD Float Loan Mortgage to be a valid and enforceable lien on the Middle Property, the North Property and the CADF Property with the priorities described in Section 6.9 hereof, which policy shall cover the date of recording of the CD Float Loan Mortgage, shall be dated the CD Float Loan Closing Date and shall otherwise be in form and substance satisfactory to the City. The term "Permitted Encumbrances" shall mean this Agreement, the liens for taxes and special assessments which are not then delinquent and any other encumbrance approved by the Department in writing in its absolute discretion.

(k) A survey of the Real Estate and the property subject to the Leasehold prepared and certified to the City

and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the CD Float Loan Closing Date and showing (i) the perimeter boundaries and legal descriptions of the Real Estate and Leasehold and of the Phase 1A1 Property, the Middle Property and the North Property; (ii) the area of the Real Estate and Leasehold and of the Phase 1A1 Property, the Middle Property and the North Property; and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards applicable to Class A surveys promulgated by the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 (or 1986) and shall contain the certification of the surveyor to the City and the Title Company (among others) as to the accuracy of the survey and the legal description, and to the fact that the Real Estate and Leasehold lie exclusively within Zone "C", an area of minimal flooding, as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community Panel No. 1200740075-B effective June 1, 1981.

(1) Copies of insurance policies or certificates of insurance evidencing that there is in full force the insurance coverage then required by Section 11.1 to be maintained by CADC.

(m) The legal opinion of the legal counsel to CADC and CADF dated as of the CD Float Loan Closing Date, addressed to the City and to the effect that:

(i) CADC is an Illinois corporation and CADF is an Illinois not-for-profit corporation, each of which is validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Real Estate and Leasehold and the Project;

(ii) This Agreement, the CD Float Loan Notes and CD Float Loan Security Documents, have been duly executed and delivered by the appropriate representatives of CADC, CADF and the Trustees, if any, and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the CD Float Loan Notes and the CD Float Loan Security Documents will not violate, to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which CADC, CADF or either Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving CADC, CADF or either Trustee which would affect their ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the CD Float Loan Notes and the CD Float Loan Security Documents constitute legal, valid and binding obligations of CADC, CADF or either Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with CADC, CADF or either Trustee entering into and performing its obligations under this Agreement, the CD Float Loan Notes, or the CD Float Loan Security Documents.

(n) A certificate executed on behalf of CADC and CADF to the effect that the representations and warranties contained in Article 10 hereof are true, correct and complete as of the CD Float Loan Closing Date.

(o) A certified copy of articles of incorporation and by-laws and a good standing certificate for each of CADC and CADF, as of a date or dates not more than 20 days prior to the Closing.

(p) A copy of the Trust Agreement of which each of the Trustees is trustee, certified by the respective Trustees that as of the CD Float Loan Closing Date CADC or CADF, as the case may be, is the owner of 100% of the beneficial interest and power of direction thereunder and that there has been no collateral assignment or pledge of the beneficial interest or power of direction or part thereof in the Phase 1A1 Trust (other than to the Phase 1A1 Construction Lender) or in the CADC Trust or the CADF Trust, as applicable, other than as consented to by the City.

(q) UCC, Judgment and Tax Searches with respect to CADC, CADF, the Trustees, Catellus, Santa Fe Pacific Realty Corporation and the Atchison Topeka and Santa Fe Railway Company covering Cook County, Illinois and the Illinois Secretary of State's Office showing no liens or judgments other than as consented to by the City.

(r) An intercreditor agreement with the City executed on behalf of the Construction Lender in a form acceptable to the City ("Intercreditor Agreement").

(s) Evidence acceptable to the City that the Construction Loan will be opened simultaneously with the CD Float Loan Closing.

(t) A counterpart of the Purchase Agreement for Public R.O.W. in the form of Exhibit F, executed on behalf of CADC together with all documents required thereby.

(u) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary.

5.5 City's Deliveries at CD Float Loan Closing.

Subject to receipt of the above deliveries, the City shall deliver on the CD Float Loan Closing Date the principal amount of the CD Float Loan by certified check, cashier's check or wire transfer of good funds for payment of the acquisition cost (and possibly site preparation) of the Property, together with a counterpart of the Purchase Agreement for Public R.O.W. in the form of Exhibit F, executed on behalf of the City.

5.6 Board of Education Property. Developer agrees that if it directly or indirectly acquires the fee interest to all or any portion of the property beneficially owned by the Chicago Board of Education and described in Exhibit A1 attached hereto, Developer shall, simultaneously with such acquisition, grant to the City or cause to be granted to the City a mortgage lien on such property, with the same priority as the City has with respect to the Middle Property, to secure the CD Float Loan.

6. IDAG LOANS.

6.1 Use of IDAG Loans. If the grant of \$2,000,000 in IDAG funds is received by the City, the City shall make loans to the Developer as follows:

(a) a CADC/IDAG Loan of \$1,000,000 to CADC; and

(b) a CADF/IDAG Loan of \$1,000,000 to CADF (collectively, the "IDAG Loans").

6.2 Use of Proceeds of IDAG Loans. The CADC/IDAG Loan shall be used to pay a portion of the cost of acquiring the CADC Property. The CADF/IDAG Loan shall be used to pay the cost of acquiring the CADF Property.

6.3 Disbursement of IDAG Loan Proceeds. The proceeds of the IDAG Loans shall be disbursed by the City at a single closing occurring contemporaneously with the CD Float Loan Closing. The proceeds of each of the CADC/IDAG Loan and the CADF/IDAG Loan shall be separately accounted for and shall be disbursed through separate accounts. The closing of the IDAG Loans shall be a so called "New York Style" closing with the delivery of the lender's policies of title insurance and the recording and/or filing of the CADC/IDAG Loan Security Documents and the CADF/IDAG Loan Security Documents (each as hereinafter defined and collectively the "IDAG Loan Security Documents") occurring on the closing date. The cost of said closing shall be borne by Developer.

6.4 CADC/IDAG Loan Note. The CADC/IDAG Loan shall be evidenced by the CADC/IDAG Loan Note as set forth in

Exhibit C. The CADC/IDAG Loan Note shall be executed by CADC and the CADC Trustee, delivered to the City, and shall be dated the date of the closing on the CADC/IDAG Loan. The CADC/IDAG Loan Note shall mature seven years from the closing date of the CADC/IDAG Loan (the "CADC/IDAG Loan Maturity Date"). The amounts from time to time outstanding under the CADC/IDAG Loan Note shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years and five percent (5%) per annum thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only shall be payable monthly during the term of the CADC/IDAG Loan, with the entire balance of the principal and accrued interest payable on the CADC/IDAG Loan Maturity Date. The CADC/IDAG Loan Note may be prepaid, in whole or in part at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

6.5 CADC's Deliveries at CADC/IDAG Loan Closing.

As an express condition to the closing of the CADC/IDAG Loan,

all conditions precedent to the CD Float Loan Closing shall have been satisfied and CADC shall deliver the following to the City:

(a) CADC/IDAG Loan Note, executed on behalf of CADC and the CADC Trustee;

(b) Subordinate Mortgage encumbering the North Property, subject only to the CD Float Loan Security Documents (collectively referred to hereafter as the "Prior Security Documents"), and the Permitted Encumbrances, executed on behalf of CADC and the CADC Trustee;

(c) CADC's guaranty of performance of the Project, in form and substance reasonably acceptable to the City;

(d) An ALTA second mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company in the aggregate principal amount of \$1,000,000, showing good and marketable fee simple title to (i) the North Property to be in the CADC Trustee, and insuring the lien of the Subordinate Mortgage to be a valid and enforceable lien on the North Property, subject only to Permitted Encumbrances, and the Prior Security Documents, which policy shall cover the date of recording of the Subordinate Mortgage, shall be dated the closing date of the CADC/IDAG Loan and shall otherwise be in form and substance satisfactory to the City;

(e) A Subordinate Security Agreement executed on behalf of CADC and the CADC Trustee and subject only to the Prior Security Documents;

(f) A Subordinate Collateral Assignment of Rents and Leases executed on behalf of CADC and the CADC Trustee and subject only to the Prior Security Documents;

(g) A survey or surveys meeting all the requirements of the survey required under Section 5.4(k) above, dated not more than ninety (90) days prior to the closing date of the CADC/IDAG Loan and showing the perimeter boundaries of the CADC Property;

(h) The legal opinion of CADC's legal counsel dated as of the closing date of the CADC/IDAG Loan, addressed to the City and to the effect that:

(i) CADC is an Illinois corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

(ii) This Agreement, the CADC/IDAG Loan Note and the CADC/IDAG Loan Security Documents, have been duly executed and delivered by the appropriate representatives of CADC and of the CADC Trustee and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the CADC/IDAG Loan Note and the CADC/IDAG Loan Security Documents will not violate to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which CADC or the CADC Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving CADC or the CADC Trustee which would affect CADC's or the CADC Trustee's ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the CADC/IDAG Loan Note and the CADC/IDAG Loan Security Documents constitute legal, valid and binding obligations of CADC and the CADC Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with CADC or the CADC Trustee entering into and performing its obligations under this Agreement, the CADC/IDAG Loan Note or the CADC/IDAG Loan Security Documents.

(i) Certification of CADC that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which CADC is a party or to which any property of CADC is or may be subject, which, if determined adversely to CADC, would materially and adversely affect the ability of CADC to Complete the Project.

(j) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "CADC/IDAG Loan Security Documents".)

6.6 Transfer of CADF Property. CADF will acquire the CADF Property with the proceeds of the CADF/IDAG Loan.

6.7 CADF/IDAG Loan Note. The CADF/IDAG Loan shall be evidenced by the CADF/IDAG Loan Note as set forth in Exhibit C1. The CADF/IDAG Loan Note shall be executed by CADF and the CADF Trustee, delivered to the City and dated the date of the closing of the CADF/IDAG Loan. The CADF/IDAG

Loan Note shall mature seven years from the closing date of the CADF/IDAG Loan (the "CADF/IDAG Loan Maturity Date"). The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years, and five percent (5%) thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only shall be payable monthly during the term of the CADF/IDAG Loan, with the entire balance of the principal and accrued interest payable on the CADF/IDAG Loan Maturity Date. The CADF/IDAG Loan Note may be prepaid, in whole or in part, at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

6.8 CADF'S Deliveries at CADF/IDAG Loan Closing.

As express conditions to the closing of the CADF/IDAG Loan, all conditions precedent to the CD Float Loan Closing shall have been satisfied and CADF shall deliver the following to the City on the IDAG Loan Closing Date:

(a) CADF/IDAG Loan Note, executed on behalf of CADF and the CADF Trustee;

(b) Mortgage ("CADF Mortgage") encumbering the CADF Property, executed on behalf of CADF and the CADF Trustee;

(c) An ALTA second mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company in the amount of \$1,000,000, showing good and marketable fee simple title to the CADF Property to be in CADF or the CADF Trustee and insuring the lien of said Mortgage to be a valid and enforceable prior lien on the CADF Property subject only to the CD Float Loan Mortgage and to the Permitted Encumbrances, which policy shall cover the date of recording of said Mortgage, shall be dated the closing date of the CADF/IDAG Loan and shall otherwise be in form and substance satisfactory to the City;

(d) A Junior Collateral Assignment of the entire beneficial interest in and power of direction over the CADF Trust;

(e) A Security Agreement executed on behalf of CADF and the CADF Trustee;

(f) An Assignment of Rents and Leases executed on behalf of CADF and the CADF Trustee;

(g) A survey or surveys meeting all the requirements of the survey required under Section 5.4(k) above, dated not more than ninety (90) days prior to the closing date of the

CADF/IDAG Loan and showing the perimeter boundaries of the CADF Property;

(h) Environmental Indemnity Agreement executed on behalf of CADF certifying to the City that the CADF Property is in compliance with applicable federal, state and municipal environmental laws and regulations and indemnifying the City with respect to such matters;

(i) The legal opinion of CADF's legal counsel dated as of the closing date of the CADF/IDAG Loan, addressed to the City and to the effect that:

(i) CADF is an Illinois not for profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the CADF Property and the CADF Project;

(ii) This Agreement, the CADF/IDAG Loan Note and the CADF/IDAG Loan Security Documents, have been duly executed and delivered by the appropriate representatives of CADF and the CADF Trustee and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the CADF/IDAG Loan Note and the CADF/IDAG Loan Security Documents will not violate to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which CADF or the CADF Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving CADF or the CADF Trustee which would affect CADF's or the CADF Trustee's ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the CADF/IDAG Loan Note and the CADF/IDAG Loan Security Documents constitute legal, valid and binding obligations of CADF and the CADF Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with CADF or the CADF

Trustee entering into and performing its obligations under this Agreement, the CADF/IDAG Loan Note or the CADF/IDAG Loan Security Documents.

(j) Certification of CADF that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which CADF is a party or to which any property of CADF is or may be subject, which, if determined adversely to CADF would materially and adversely affect the ability of CADF to Complete the Project.

(k) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "CADF/IDAG Loan Security Documents".)

6.9 Relative Priority of Liens. Notwithstanding the prior provisions of this Agreement, the City acknowledges that, with respect to the CD Float Loan, it will have (i) no mortgage lien or related security interest on the Phase 1A1 Property (ii) a first mortgage lien and related security interests against the Middle Property, (iii) a first mortgage lien and related security interests in the North Property and (iv) a first mortgage lien and related security interests in the CADF Property. The City further acknowledges that the IDAG Loan Security Documents shall not encumber the 1A1 Property or the Middle Property, including, without

limitation, leases thereof and equipment and personal property used thereon.

7. TAX BASE OF PROPERTY.

Developer, its successors and assigns, hereby covenant and agree with the City as follows:

7.1 Declaration of Property as Redevelopment Project Area. The Property is part of a Redevelopment Project Area, as such term is defined in the TIF Act, Chapter 24, paragraph 11-74.4-1 et seq. of the Illinois Revised Statutes.

7.2 Purpose of Redevelopment Project Area. A redevelopment project area has been created to benefit the redevelopment of the Property, to encourage private investment and restore and enhance the tax base of the taxing district.

7.3 Acknowledgment of Taxes. Developer agrees:

(i) that for the purposes of this Agreement the total projected minimum assessed values of the real estate constituting the Project phase shown which is necessary to support the debt service indicated ("Minimum Assessed Value") for the respective portions of the Property and the Project are shown in Part I of Exhibit G for the years as noted on that Exhibit;

(ii) that Part II of Exhibit G sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and

(iii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years as shown are indicated on Exhibit H.

7.4 No Exemption. With reference to the assessment of the Property and the Project or any part thereof, neither Developer nor any assignee or transferee of or successor in interest to Developer shall, for any year that the Chinatown Tax Increment Redevelopment Area Plan and Project as provided in the TIF Ordinances, as may be amended from time to time, is in effect, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)).

7.5 No Reduction. Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer, shall, for any year referred to in Exhibit G, directly or indirectly, initiate or apply for proceedings in order to, or seek to, lower the assessed value of all or part of the Property or the Project below the amount of the Minimum Assessed Value applicable to such year and to such bond series amount as shown in Exhibit G while any TIF Bonds are outstanding.

7.6 No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer, shall for any year referred to in Exhibit G or for any year that the Chinatown Tax Increment Redevelopment Area Plan and Project is in

effect object to or in any way seek to prevent, on procedural or any other grounds, the filing of any Underassessment Complaint, as hereinafter defined, with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer. For purposes of this Section 7.6, the term "Underassessment Complaint" means a complaint seeking to increase the assessed value of the Project, but not above the level set forth in Exhibit G in respect to any year.

7.7 Understanding of the Parties. The foregoing covenants in Sections 7.4, 7.5 and 7.6 above shall be construed and interpreted as an express agreement by Developer with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the Exhibits attached hereto may be used by the City, in the City's discretion, as admissions against Developer's interest in any proceeding. CADF intends that it shall be a not-for-profit corporation which would own and operate elderly housing and a community center on the CADF property. If, as a result, the CADF Property does not generate real estate taxes, the provisions of Subsections 7.4, 7.5 and 7.6 shall not apply to the CADF Property as long as CADF (i) has applied for and not been refused tax-exempt status, or, if it has achieved such

status, maintains such tax-exempt status and (ii) owns the CADF Property.

7.8 Covenants Running with Land. The parties agree that the restrictions contained in this Article 7 are covenants running with the land and a memorandum thereof shall be recorded with the Cook County Recorder of Deeds. These restrictions shall be binding upon Developer, and its agents, representatives, tenants, lessees, successors, assigns and transferees from and after the date hereof; provided, however that the covenants shall be null and void if and when there are no TIF Bonds outstanding and unpaid. Developer agrees that any sale, conveyance or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such covenants and restrictions. The Developer further agrees, that it shall pay the real estate taxes on those portions of the Property for which it holds an ownership or leasehold interest promptly before the date of delinquency of such tax bills.

8. CONSTRUCTION OF PROJECT.

8.1 Project Budget and Balancing. Not less than 20 days prior to the CD Float Loan Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, (i) setting forth all estimated "Development Costs" (as defined in Exhibit H1) of the total Project and each phase thereof, (ii) setting forth all construction and non-construction Development Costs to be incurred, and (iii) dis-

closing that the Phase 1A1 Construction Loan and Developer's Equity will be sufficient to pay all Development Costs incurred or to be incurred to Complete Phase 1A1 of the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project.

8.2 Construction Contract.

(a) Developer shall enter into a construction contract with a general contractor for construction of Phase 1A1 ("Phase 1A1 General Contractor") that guarantees a fixed price for construction of Phase 1A1 of the Project ("Phase 1A1 Construction Contract"). The Phase 1A1 Construction Contract and all other contracts and subcontracts for services and materials relating to the construction of Phase 1A1 shall expressly waive any right to a mechanic's or materialman's lien against any of the Property other than the Phase 1A1 Property. Not less than 20 days prior to the CD Float Loan Closing Date, Developer shall deliver a certified copy of the Phase 1A1 Construction Contract to the City together with any modifications, amendments or supplements thereto.

(b) Developer shall not authorize or permit the performance of any remodeling, reconstruction, demolition or construction constituting a part of the Project or furnishing of materials to the Project in connection therewith ("Work") pursuant to any Change Order without giving five (5) business

days prior notice to the City and, except for Change Orders whose cost is sixty thousand dollars (\$60,000) or less, to an aggregate amount of five hundred thousand dollars (\$500,000), without obtaining the prior written approval of the City in each and every instance, which shall be given or denied within five (5) business days after receipt by the City of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the Phase 1A1 General Contractor to this effect. Failure by the City to approve or deny any Change Order request pursuant to this Section within said five (5) business day period shall be deemed approval of the particular Change Order in question unless such Change Order would (i) reduce the aggregate square footage of the phase (such as Phase 1A1) by 25% or more from the original approved plans and specifications for the phase (such as Phase 1A1) or (ii) reduce the sale price of any unit in the phase (such as Phase 1A1). If the Change Order involves (i) and/or (ii) above, City approval shall not be deemed, but shall only be obtained from the City's affirmative written response. In any case, all City approvals shall be for purposes of loan administration only, but shall not be deemed an approval with respect to compliance with City codes, ordinances and regulations, with which Developer must comply. Any approval (or deemed approval) shall only be for purposes of loan administration and shall have no effect upon nor shall it be a waiver of Developer's obligations to comply with all City

codes, ordinances and regulations. "Change Order" shall mean any amendment or modification to the approved plans and specifications for Phase 1A1 of the Project or the Phase 1A1 Construction Contract or any subsequent phases of the Project or subsequent construction contracts relating to such subsequent phases. The City's approval of any change order shall not be deemed to imply any increase in funding or other assistance to Developer.

8.3 Progress Reports. Developer shall provide the City with monthly progress reports detailing the status of construction of the Project.

9. PROJECT DEVELOPMENT.

9.1 Development Standards. In consideration of, among other things, the City's approval of Developer's plat of subdivision for the Property, Developer shall develop the Project and Property in accordance with the requirements of this Agreement and in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

9.2 Schedule of Construction. Developer covenants and agrees, subject to "Permitted Delays" (as defined in Exhibit H1), that it shall begin construction of Phase 1A1 of the Project promptly after the date of issuance of the CD Float Loan Notes and that it shall diligently "Complete" (as defined in Exhibit H1) construction of Phase 1A1 of the Project by the date 18 months after the date of issuance of the CD Float Loan Notes.

9.3 Payment and Performance Bonds. The Developer shall require in the construction contract for each phase of the Project that the general contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects, forms (No. A311) or their equivalent, with the City being shown as obligee or as an additional obligee. The general contractor may, at its election, require bonds from subcontractors.

9.4 Barricades. Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by all applicable City ordinances and federal or state laws and regulations, and, until the barricades erected pursuant to this Section are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

9.5 Covenant for the Property. Not less than 20 days prior to the CD Float Loan Closing Date, the Developer shall execute and deliver to the City a written Covenant in form and content specified by the Commissioner not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

10. DEVELOPER REPRESENTATIONS AND WARRANTIES.

The Developer represents and warrants to the City as follows:

10.1 Organization and Authority. CADF is a not for profit corporation duly organized and validly existing under the laws of the State of Illinois, and CADC is a corporation duly organized and validly existing under the laws of the State of Illinois, and each such corporation has full power and authority to acquire, own, develop and operate the Property and the Project and perform its obligations hereunder.

10.2 Litigation. There are no proceedings pending or, to the knowledge of any Developer, threatened against or affecting any Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of any Developer or the ability of any Developer to perform its obligations under this Agreement, the CD Float Loan Notes, the IDAG Loan Notes, the CD Float Loan Security Documents or the IDAG Loan Security Documents.

10.3 Authorization. The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the CD Float Loan Notes, the IDAG Loan Notes, the bond purchase agreement(s) for the TIF Bonds, the CD Float Loan Security Documents and the IDAG Loan Security Documents:

(i) are within the powers of and have been duly authorized by all necessary action on the part of the Developer; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which Developer is subject.

10.4 Use of Proceeds. The Developer will use (i) the proceeds of the CD Float Loan and the IDAG Loans solely for the purposes of purchasing the Property and paying other Redevelopment Costs; and (ii) the TIF Funds solely for construction of the TIF Improvements and related costs provided for in this Agreement.

10.5 Governmental Approvals. The Developer has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the Project.

10.6 Development Plan. All of the information contained in the development plan dated July 11, 1989, which Developer has delivered to the City and separately identified ("Development Plan") is true, correct and complete; Developer shall, in advance of each subsequent phase, deliver a more detailed development plan with respect to such phase, which plan shall be subject to acceptance and approval by the Commissioner; the information to be contained in such subsequent development plans shall be true, correct and complete;

and Developer shall give prior written notice to the Commissioner of any proposed changes in the Development Plan and in development plans for subsequent phases.

10.7 Tax Receipts. After investigation, Developer has no reason to believe that the tax receipts estimated to be received from the Property for the years set forth in Exhibit H are not accurate estimates.

11. DEVELOPER COVENANTS.

The Developer covenants and agrees with the City as follows:

11.1 Insurance. Beginning with the CD Float Loan Closing Date, the Developer shall insure the Property in such amounts and against such risks and hazards as set forth in Exhibit H2. Throughout the term of the CD Float Loan and the IDAG Loans, Developer shall keep the Property continuously insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, and Developer shall pay as the same become due all premiums in respect thereto.

Copies or certificates of the insurance policies required by this Section shall be delivered to the City at least 15 days prior to the CD Float Loan Closing Date, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this Section shall be maintained with companies reasonably satisfactory to

the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured, and all proceeds thereunder in the case of loss or damage shall, subject to the rights of the Phase 1A1 Construction Lender, be payable to the City pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days' prior written notice to the City.

11.2 Damage and Destruction. If, prior to the payment in full of the CD Float Loan Notes and the IDAG Loan Notes, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice of any such damage or destruction to the City. Subject to the rights of the Phase 1A1 Construction Lender, the City shall, at its option, and is hereby authorized to, adjust and collect any insurance proceeds and (a) apply such proceeds against (i) the expense incurred in adjusting and collecting such insurance proceeds and (ii) the indebtedness secured by the CD Float Loan Security Documents and the IDAG Loan Security Documents in such priority as the City may elect; or (b) apply the insurance proceeds to reimburse the Developer for the cost of restoring, repairing, replacing or rebuilding the Project. Notwithstanding the foregoing, if the Phase 1A1 Construction Lender elects to allow Developer to utilize the insurance proceeds for reconstruction of Phase 1A1 and such insurance proceeds, together with

Developer's contributions, are sufficient to complete such reconstruction, the City will permit the use of the insurance proceeds for reconstruction.

11.3 Condemnation and Eminent Domain.

(a) Subject to the rights of the Phase 1A1 Construction Lender, any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of Phase 1A1, whether temporarily or permanently, are hereby assigned by the Developer to the City, and the City is hereby authorized to give appropriate receipts and acquitances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward creation of a reserve fund owned and held by the City which shall be used, until exhausted, to pay interest when and as due on the CD Float Loan Notes and the IDAG Loan Notes as the City deems appropriate and any amount in excess of all interest due or to become due under the CD Float Loan Notes and the IDAG Loan Notes shall be applied to principal against such Notes as the City shall direct.

(b) Any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Middle Property, the North Property or the CADF Property, whether temporarily or permanently, are hereby assigned by

the Developer to the City, and the City is hereby authorized to give appropriate receipts and acquitances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward creation of a reserve fund owned and held by the City which shall be used, until exhausted, to pay interest when and as due on the CD Float Loan Notes and the IDAG Loan Notes as the City deems appropriate and any amount in excess of all interest due or to become due under the CD Float Loan Notes and the IDAG Loan Notes shall be applied to principal against such Notes as the City shall direct.

11.4 Financial Reports. Until payment in full of the IDAG Loan Notes and the CD Float Loan Notes, the Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of such Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; and net annual cash flow resulting from the operation of the Project.

11.5 Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the loan closings or earlier termination of this Agreement, shall survive such closings or termination.

11.6 No Third Party Beneficiaries. This Agreement shall be only for the benefit of the City and the Developer, and no other person or party may claim any benefit of the provisions hereof.

11.7 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such party of, or limit, such rights in any way. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

11.8 Time is of Essence. Time is of the essence of this Agreement.

11.9 Liens. The Property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the Phase 1A1 Construction Loan Documents, the CD Float Loan Security Documents, the IDAG Loan Security Documents and the Permitted Encumbrances. Notwithstanding the foregoing, Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall either cause Chicago Title Insurance Company to insure over

such mechanic's or materialman's lien for the benefit of the City or first post a bond in an amount not less than one hundred fifty percent (150%) of the amount of the claim and provided further in either such case that Developer diligently prosecutes the claim and causes the removal of such lien.

11.10 Payment of Taxes and Assessments. Developer shall pay all taxes, assessments, water charges, sewer charges and the like on the Project and the Property when the same are due and before any penalty attaches and shall provide the Department or other City monitoring department or agency designated by the Department with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, except as otherwise provided in this Agreement (see, e.g., Article 7), in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

11.11 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records relating to the CD Float Loan, the IDAG Loans, the TIF Bonds and the development and operation of the Project and the TIF Improvements. Developer shall allow the City, the U.S. Department of Housing and Urban Development and IDFA and their respective authorized representatives (i) to have access at any time during normal business hours to the books

and records kept by or on behalf of Developer in connection with the CD Float Loan, the IDAG Loans, the TIF Bonds and the construction and operation of the Project and the TIF Improvements and (ii) to make copies of any documents or instruments relating to the Project.

11.12 Indemnification. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement or (ii) the failure of Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project or the TIF Improvements or (iii) material misrepresentations or omissions in the Development Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (v) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer, or (vi) any violation of any applicable statute, rule or regulation for the protection of

the environment which occurs upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided, however, that this indemnity shall not apply to any act or omission arising from the City's own negligence; provided further, however that to the extent that the City is strictly liable in respect to the Property under any such environmental statute, Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer with respect to the violation of law which results in liability to the City. Developer further agrees that the indemnity in the foregoing subsection (vi) and the representations and warranties contained therein or related thereto shall continue and remain in full force and effect beyond the term of this Agreement and shall be terminated only when there is no further obligation of any kind, whether in law or equity or otherwise of the City in connection with such environmental clean-up costs, environmental liens or environmental matters involving the Property.

11.13 Assignability and Transfer; Stock Issuance.

(a) Neither Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in Developer which transfer or assignment results in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordi-

nance, regulation or ruling, nor (nor cause or permit the Phase 1A1 Trustee, the CADC Trustee or the CADF Trustee to) assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the Phase 1A1 Trust, the CADC Trust or the CADF Trust or in the Property, except for pre-sales of commercial and residential parcels in Phase 1A1 and/or entering into contracts for same, without the prior written consent of the Department or other City department or agency designated by the Department being first obtained. If requested by the Commissioner, Developer's shareholders shall enter into a restricted stock agreement with the City agreeing to the foregoing. Unless agreed to herein or hereafter in writing, no assignment, lease, transfer or conveyance, whether or not consented to by the Department or other City department or agency designated by the Department, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Property, the Developer, or this Agreement, whether or not consented to by the Department or other City department or agency designated by the Department, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this Section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

(b) Developer may issue additional stock only as allowed and provided in Exhibit H3.

11.14 Completion of Project. The Developer shall "Complete" (as defined in Exhibit H1) the Project in a timely manner, recognizing that IDFA, in selecting the City for the award of the IDAGs, relied in material part upon the assured Completion of the Project.

11.15 Certification of Completion. After completion of the construction of the Project and the TIF Improvements in accordance with this Agreement, the Commissioner shall promptly, at Developer's request, furnish Developer with an appropriate instrument so certifying. The certification by the Commissioner shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project and the TIF Improvements or cause them to be constructed. The certification shall be in such form as will enable it to be recorded. The Commissioner shall respond to Developer's written request for a certificate of completion within 30 days after the Commissioner's receipt thereof, either with the issuance of a certificate of completion, or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, with the Development Plan or with the applicable development plan accepted and approved by the Commissioner for any phase subsequent to Phase 1A1, or is

otherwise in default, and what measures or acts will be necessary, in the opinion of the Commissioner, for Developer to take or perform in order to obtain the certification. If the Commissioner requires additional measures or acts of Developer to assure compliance, Developer shall resubmit a written request for a certificate of completion upon compliance with the Commissioner's response.

11.16 Projected Jobs. CADC and CADF jointly shall create or cause to be created with respect to the Project:

- (i) by the date two (2) years after the CD Float Loan Closing Date two hundred (200) temporary, construction jobs; and
- (ii) by each of the dates three (3), four (4), five (5) and six (6) years after the CD Float Loan Closing Date, an additional twenty (20), ten (10), three hundred fifteen (315) and four hundred fifteen (415) (for a total of seven hundred sixty (760)) new, permanent jobs, respectively. Of such temporary and permanent jobs: (i) seventy percent (70%) shall be for "low and moderate income" persons, as defined in the IDAG Regulations (promulgated pursuant to Ill. Rev. Stat. 1983, ch. 48, par. 850.01 et seq as amended); and
- (ii) twenty-five percent (25%) shall be for persons who are citizens or lawful residents of the United States and who are African American, Hispanic, Asian-American, Native American or Pacific Islander ("Minorities"). Each Developer shall provide the City with quarterly reports commencing on the date three (3) months after the CD Float Loan Closing Date regarding the numbers and types of jobs created or caused to

be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

11.17 Access to Property. The City and IDFA and their authorized agents or representatives shall, at all reasonable times, have access to the Property and the Project for the purpose of inspecting same.

11.18 No Rights of Developer Under IDAG Agreements. Developer acknowledges that the making of the IDAG Loans by the City pursuant to this Agreement and the transfer of IDAG funds to the Developer shall not be deemed an assignment of the agreements between the City and IDFA with respect to the IDAGs for the Project ("IDAG Agreements") or such IDAG funds to Developer, and Developer shall neither succeed to any rights, benefits or advantages of the City under the IDAG Agreements, nor attain any rights, privileges, authorities or interests thereunder.

11.19 Conflict of Interest. To the best of Developer's knowledge, no person holding any office of the City, either by election or appointment under the laws or constitution of the State of Illinois, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any Work relating to the Project in the making or letting of which such officer has been called upon to act or vote. To the best of Developer's knowledge, no such officer represents, either as agent or otherwise, any person, association, trust

or corporation, with respect to any application or bid for any contract or Work relating to the Project in regard to which such officer has been called upon to vote, nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

11.20 Equal Employment Opportunity. Developer agrees that in connection with the construction and operation of the Project:

(a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if Minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) If it hires additional employees in order to perform Work at the Project, it will determine the availability (in accordance with the rules and regulations of the Illinois Human Rights Department) of Minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that Minorities and women are not underutilized.

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of obligations required under the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department. If any such labor organization or representative fails or refuses to cooperate in efforts to comply with the Illinois Human Rights Act and said rules and regulations, it will promptly so notify said Department and IDFA and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) It will submit reports as required by the rules and regulations of the Illinois Human Rights Department, furnish all relevant information as may from time to time be requested by said Department or by IDFA, and in all respects comply with the Illinois Human Rights Act and said rules and regulations.

(f) It will permit access to all relevant books, records, accounts and the Property by personnel of IDFA and

the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(g) It will include verbatim or by reference the provisions of this Section 11.20 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

(h) It will not utilize any contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(i) It shall comply with the First Source Agreement and the Affirmative Action Plan (which includes the Women's Business Enterprise and Minority Business Enterprise requirements) set forth or referred to in Exhibit I.

11.21 Developer's Covenant to Redevelop. Promptly after the date hereof, Developer shall plan and construct the Project and TIF Improvements in accordance with the ordinances relating thereto, the Development Plan, this Agreement, the Site Plan set forth in Exhibit J ("Site Plan") and the plans and specifications to be prepared by Developer and approved by Department as provided in this Agreement.

11.22 Time for Completion. Developer shall complete construction of the Phase 1A1 TIF Improvements (and Phase 1A1 itself) by the date 18 months after the date of issuance of the CD Float Loan Notes, subject to any permitted

delay provisions of this Agreement. Developer shall use its best efforts to complete subsequent phases in accordance with the time schedule set forth in the Development Plan.

11.23 Compliance With Laws. The Project and the TIF Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws, ordinances and regulations. The Developer acknowledges and agrees that the Project will comply, to the extent applicable, with the Illinois Environmental Barriers Act (Ill. Rev. Stat. Ch. 111½, § 3711 et seq. 1989) and other similar federal, state, and local statutes and/or ordinances relating to handicap accessibility.

11.24 Plans and Specifications. At least 30 days prior to the CD Float Loan Closing Date, Developer shall cause to be delivered to the City for review and approval complete construction documents containing working drawings and specifications ("Plans and Specifications") for Phase 1A1 of the Project and the TIF Improvements related thereto. Developer shall cause the Project and the TIF Improvements to be constructed in accordance with the Plans and Specifications approved by the Commissioner. The Plans and Specifications to be prepared by Developer shall conform to the Site Plan and the Development Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations. Any amendment to any of the Plans and Specifications or change in the Site Plan must be submitted by

Developer to the Commissioner for approval, which approval shall not be unreasonably withheld or delayed. The Site Plan sets forth the outline of the exterior perimeters of buildings. The location of interior walls may be changed to suit various tenants' needs without securing the City's approval. Developer may simultaneously submit Plans and Specifications to the Commissioner and to the City Building Department and any other City regulatory agencies as required.

11.25 Bank Financing. Developer, at least 30 days prior to the CD Float Loan Closing Date, shall have obtained the bank financing called for in Article 12 of this Agreement.

11.26 Restrictions. Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that Developer and its successors and assigns shall:

- A. develop the Property in accordance with the uses set forth herein and in the Development Plan (and any additional development plans accepted and approved by the Commissioner); and
- B. devote the Property to, and only to, the uses specified herein and in the Development Plan (and any additional development plans accepted and approved by the Commissioner); and
- C. not discriminate upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of the

Property or any improvements located or to be erected thereon, or any part thereof.

It is intended and agreed that the covenants provided in (B) above shall remain in effect from the date of execution of this Agreement until December 15, 2009, and the covenants provided in (c) above shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Developer itself, each successor in interest to the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to or an interest in, or possession or occupancy of the Property.

11.27 Use of Sales Proceeds. Developer shall not use the proceeds of sales of portions of the Project or any working capital or other funds of CADC or CADF for any purpose otherwise than as specified in Exhibit K.

11.28 Affordable Housing. Developer shall insure that not less than 20% of the housing units in the Project shall be made available for lower income individuals and that other affirmative action goals with respect to the residents of the housing/residential portions of the Project are achieved, all as more specifically provided on Exhibit L.

11.29 Covenants Running with the Land. It is intended and agreed that all covenants provided in this Agreement on the part of Developer to be performed or observed shall be covenants running with the land binding to

the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof.

12. CONDITIONS PRECEDENT TO LOAN CLOSINGS.

The parties hereto acknowledge and agree that the obligations of the City to make the loans contemplated by this Agreement are expressly conditioned upon prior performance by the Developer of each of the following conditions:

12.1 Construction Loan Commitment. Developer shall have submitted to the City a true and correct copy of its commitment from Continental Bank N.A. or another lender with total assets of at least \$1.5 billion to fund a construction loan of approximately \$11.5 million for construction of Phase 1A1 of the Project, which commitment shall contain only such conditions as shall be approved by the City.

12.2 Developer's Equity. Developer shall have furnished the City with evidence satisfactory to the City that Developer has invested or will invest in Phase 1A1 and in the Project prior to the commencement of Phase 1A1 not less than \$4,500,000.00 ("Developer's Equity"). The Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

12.3 Deposits. Developer shall have delivered all of the closing deposits required by this Agreement for the subject loan.

12.4 Compliance with Laws. Developer shall have furnished to the Department upon receipt thereof (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the Department of the availability of all necessary utilities required for the Project.

12.5 Soil Tests. Developer shall have furnished to the Department, at Developer's expense, a report of soil tests of the Property satisfactory to the Department.

12.6 Financial Statements. Developer shall have furnished to the Department current financial statements of CADC and CADF satisfactory to the Department.

12.7 No Material Change. There shall have occurred no material change in the composition or financial condition of any Developer or in the commitment of the Phase 1A1 Construction Lender to fund the Phase 1A1 Construction Loan or, at the discretion of the Department, in the feasibility of the Project.

12.8 Appraisal. Developer shall have delivered to the Department the appraisal of the Property performed by an MAI appraiser satisfactory to the Department showing the value of the Real Estate and Leasehold to be not less than \$9.125 million.

12.9 Accuracy of Representations. None of the representations and warranties of the Developer made in this

Agreement shall have proven to be false or materially inaccurate or misleading.

12.10 Covenants. Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the subject loan.

12.11 Flood Plain. The Property shall not be located in a flood plain, but shall lie within Zone "C", an area of minimal flooding as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community-Panel No. 170074-0075-B, effective June 1, 1981.

13. EVENTS OF DEFAULT AND REMEDIES.

13.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or principal of either of the CD Float Loan Notes within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to pay any installment of interest on or principal of either of the IDAG Loan Notes within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(c) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the CD Float Loan Security Documents, the IDAG Loan Security Documents, the Phase 1A1 Construction Loan Security Documents or any documents evidencing or securing any con-

struction loan for any phase of the Project within the applicable cure period, if any; or

(d) failure to comply with the commencement and/or completion dates for the construction of Phase 1A1 of the Project set forth in Article 9, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(e) failure to renew any Letter of Credit in an amount acceptable to the City at least thirty (30) days prior to its expiration at any time during which the CD Float Loan Note which it secures is outstanding; or

(f) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue or inaccurate in any material respect; or

(g) if default, not contested in good faith, shall occur by the Developer under any construction contract; or

(h) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(i) if Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or

consents to the appointment of a trustee, custodian or receiver; or

(j) if a trustee, custodian or receiver is appointed for Developer or for the major part of its property and is not discharged within seventy-five (75) days after such appointment; or

(k) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or

(l) if, except for the pre-sale of commercial and residential parcels in Phase 1A1 and/or entering into contracts for same or as otherwise permitted by this Agreement, the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing without the prior written consent of the City; or

(m) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted (i) are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution or (ii) are allowed or are consented to; or

(n) any default under any financing of Developer with any of the Issuers or the Phase 1A1 Construction Lender or

any other construction or other lender with respect to the Project.

13.2 Remedies Following Event of Default. Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default and failure to cure within the applicable cure period, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal and interest under the CD Float Loan Notes and the notes evidencing IDAG Loans to be due and payable immediately, and upon any such declaration, the principal and interest of the CD Float Loan Notes and the notes evidencing IDAG Loans shall become and be immediately due and payable.

(b) The City, with or without entry onto the Property, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the CD Float Loan Notes, the notes evidencing the IDAG Loans or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) or for the enforcement of any other appropriate legal or equitable remedy available under the CD

Float Loan Security Documents or the IDAG Loan Security Documents.

13.3 Foreclosure and Sale of Property. In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Property subject to the lien of the CD Float Loan Security Documents and the IDAG Loan Security Documents may be sold at one or more sales or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

13.4 Remedies Cumulative. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

13.5 Delay or Omission Not a Waiver. No delay or omission of the City to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

13.6 Waiver of Extension, Valuation, and Appraisal Laws. To the extent permitted by law the Developer agrees, during the continuance of any Event of Default

hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the property subject to the lien of the CD Float Loan Security Documents or the IDAG Loan Security Documents, or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

13.7 Agreement Subject to Provisions of Law. All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

14. MISCELLANEOUS.

14.1 Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Commissioner, Department
 of Economic Development
 24 E. Congress Parkway
 Suite 700
 Chicago, IL 60605

With copies to: Corporation Counsel
 City Hall, Room 511
 121 N. LaSalle St.
 Chicago, IL 60602

and

Jenner & Block
One IBM Plaza
Chicago, IL 60611
ATTN: Charles J. McCarthy
 Joel S. Corwin

If to the Developer: Chinese American
 Development Corporation
 Chinese American
 Development Foundation
 209 W.23rd Street
 Chicago, IL 60616
 ATTN: Ping Tom or
 John Tan

With copies to: Steven N. Klein
 Schwartz & Freeman
 Suite 1900
 401 N. Michigan Avenue
 Chicago, IL 60611

Link Programs, Inc.
205 W. Wacker Drive
Suite 1800
Chicago, IL 60606
ATTN: John Heimbaugh

If to IDFA: Illinois Development Finance
Authority
2 North LaSalle Street
Suite 980
Chicago, IL 60602
ATTN: General Counsel

In addition, during the term of the Phase 1A1 Construction Loan a copy of any Notice required hereunder shall be delivered to:

Continental Bank N.A.
231 S. LaSalle Street
Chicago, Illinois 60697
ATTN: Michael W. Edwards, Vice President

Any Notice shall be deemed delivered three (3) business days after the mailing thereof. Each party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

14.2 Waiver. The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14.3 Captions. The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

14.4 Case. Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14.6 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.

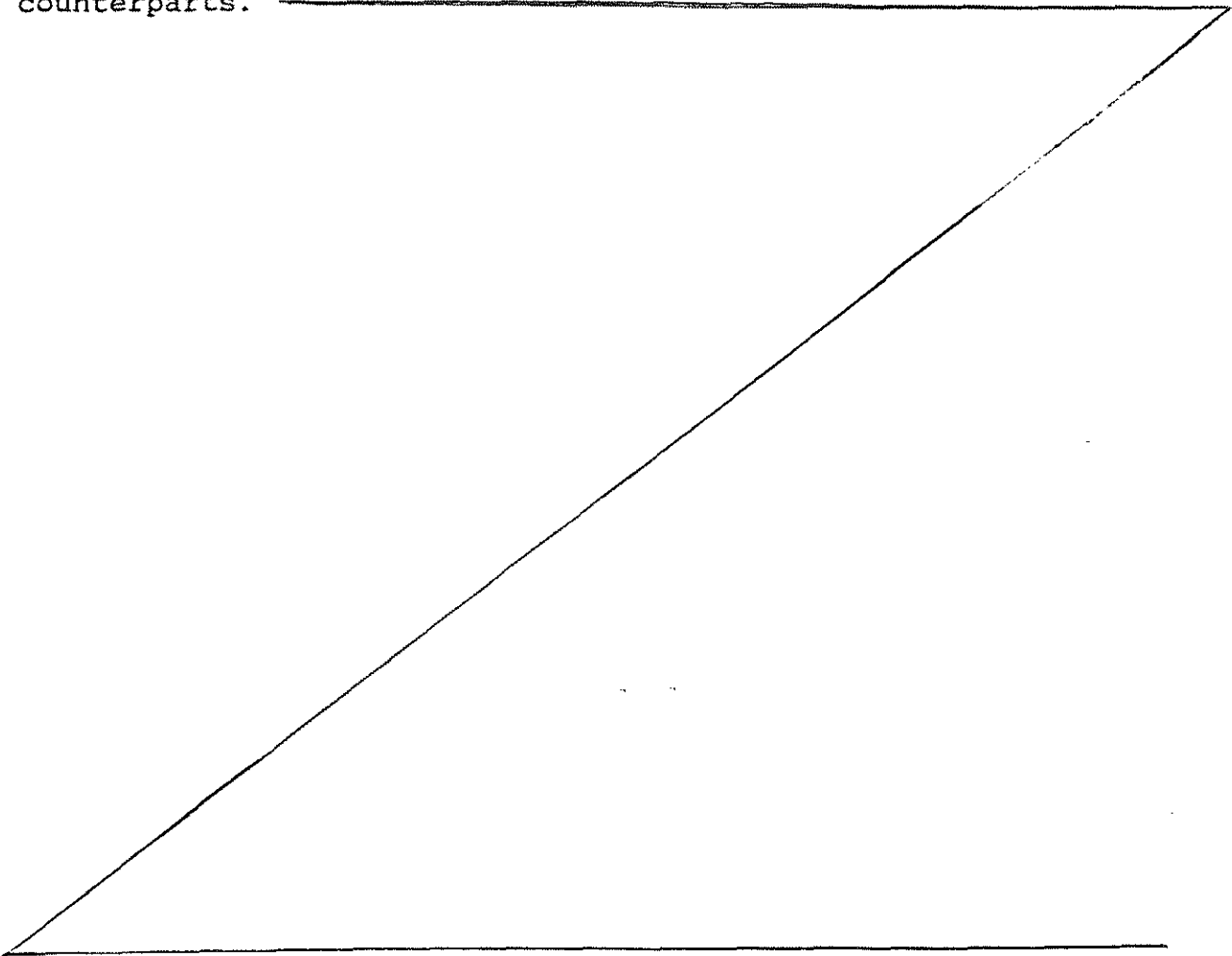
14.7 Further Assurances. Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the security described herein (including without limitation the granting of a fee mortgage in and to the real estate described in the Leasehold if acquired by or on behalf of Developer) or to enable the City to comply with the terms of the IDAG Agreements or the IDAG Regulations or any other federal or state law or regulation.

14.8 Entire Agreement; Amendments. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other

than by supplemental written agreement executed by the parties.

14.9 City's Warranty. The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.




14.11 Term. This Agreement shall be and remain in full force and effect until the full payment of the CD Float Loan and the IDAG Loans and until the retirement of all Tax Increment Financing bonds issued for the benefit of the Project, except that the obligations of the Developer under the Affirmative Action Plan shall continue for the period set forth therein.

14.12 Assignment. The obligations of each of the parties under this Agreement are not assignable without the prior written consent of all other parties hereto.

14.13 Recordation of Agreement. The parties agree to execute and deliver an original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first mentioned.


CITY OF CHICAGO

By: 

Commissioner, Department
of Economic Development

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee of Trust No. 67060 aforesaid

ATTEST:

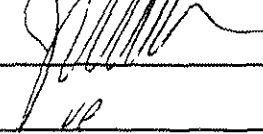

By: 
Its ASSISTANT SECRETARY

By: 
Its 

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee of Trust No. 66666 aforesaid


ATTEST:



By: 
Its ASSISTANT SECRETARY

By: 
Its 

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee of Trust No. 113361-02 aforesaid

ATTEST:

By: 
Its ASSISTANT SECRETARY

By: 
Its 

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in his own Trustee. It is expressly understood and intended that the warranties, covenants, representations, and agreements herein contained shall be deemed to be made on the part of the Trustee and not of the American National Bank and Trust Company of Chicago, and the undersigned Land Trustee shall not be held liable for any breach or non-performance of the same. -82-
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
CHICAGO, ILLINOIS

CHINESE AMERICAN DEVELOPMENT
CORPORATION, an Illinois
corporation

ATTEST:

By: *Raymond B. Lee*

Its *Asst. Secy*

By: *Jeff. Lewis*

Its *Vice President*

CHINESE AMERICAN DEVELOPMENT
FOUNDATION, an Illinois
not-for-profit corporation

ATTEST:

By: *Raymond B. Lee*

Its *Treasurer*

By: *John S. Fan*

Its *President*

one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

PURCHASER

CITY OF CHICAGO

By: _____

SELLER

CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois corporation

By _____
Its _____

CHINESE AMERICAN DEVELOPMENT FOUNDATION, an Illinois not for profit corporation

By _____
Its _____

PURCROW.AGR

EXHIBIT A
PROPOSED PLAT OF SUBDIVISION

The Proposed Plat of Subdivision follows this page.

EXHIBIT B
LEGAL DESCRIPTION OF STREETS

EXHIBIT B - Legal Description of Streets

TIF Improvement - Parcel 1

PARCEL "B" - TIF IMPROVEMENT PARCEL

A STRIP OF LAND COMPRISED OF PART OF BLOCKS 40 AND 41 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING PART OF R. ARCHER AVENUE AND S. WENTWORTH AVENUE AS ESTABLISHED IN "CRINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF S. WENTWORTH AVENUE (66 FEET WIDE) AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED, BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NO. 9238214, AND RUNNING

THENCE SOUTH 50 DEGREES 05 MINUTES 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED, A DISTANCE OF 264.36 FEET;

THENCE NORTH 31 DEGREES 54 MINUTES 15 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, A DISTANCE OF 40.00 FEET;

THENCE NORTH 50 DEGREES 05 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, A DISTANCE OF 223.97 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 107.30 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 36 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.42 FEET TO THE EAST LINE OF BLOCK 40 AFORESAID, AND

THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE OF BLOCK 40, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 16,064 SQUARE FEET OF LAND, MORE OR LESS.

TIF Improvement - Parcel 2

PARCEL "C" - TIF IMPROVEMENT PARCEL

A STRIP OF LAND COMPRISED OF PART OF BLOCKS 26, 40, 41, 43 AND 44 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING PART OF THE STREETS AS ESTABLISHED IN "CRINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF S. WENTWORTH AVENUE (66 FEET WIDE) AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NO. 9238234, AND RUNNING

THENCE SOUTH 50 DEGREES 05 MINUTES 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED, A DISTANCE OF 452.36 FEET TO THE POINT OF BEGINNING FOR THE STRIP OF LAND HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH 50 DEGREES 05 MINUTES 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED, A DISTANCE OF 516.33 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF W. CERMAK ROAD, AS WIDENED, BY THE AFORESAID INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NO. 9238234;

THENCE SOUTH 89 DEGREES 56 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE OF W. CERMAK ROAD, AS WIDENED, A DISTANCE OF 54.33 FEET;

THENCE NORTH 31 DEGREES 54 MINUTES 15 SECONDS WEST ALONG A LINE, WHICH IS PERPENDICULAR TO THE SOUTHWESTWARDLY EXTENSION OF SAID NORTHWESTERLY LINE OF ARCHER AVENUE, AS WIDENED, A DISTANCE OF 226.33 FEET;

THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 31.42 FEET TO A POINT OF TANGENT WITH A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF S. ARCHER AVENUE;

THENCE NORTH 58 DEGREES 05 MINUTES 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 833.51 FEET;

THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS 270.46 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF BLOCK 40, AFORESAID;

THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 163.19 FEET;

THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENT WITH A LINE WHICH IS 13.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF BLOCK 26, AFORESAID;

THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 8.00 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID BLOCK 26;

THENCE SOUTH 00 DEGREES 05 MINUTES 29 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF SAID LAST DESCRIBED LINE, A DISTANCE OF 79.00 FEET, TO THE NORTH LINE OF SAID BLOCK 40;

THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK 40, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF W. CULLERTON STREET, AS ESTABLISHED IN THE AFOREMENTIONED "CHINA TOWN SQUARE" RESUBDIVISION, A DISTANCE OF 70.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE EAST LINE OF S. WELLS STREET, AS ESTABLISHED IN SAID "CHINA TOWN SQUARE" RESUBDIVISION, A DISTANCE OF 181.69 FEET;

THENCE SOUTH 58 DEGREES 05 MINUTES 45 SECONDS WEST ALONG A STRAIGHT LINE, BEING THE SOUTHEASTERLY LINE OF S. CHINA PLACE, AS ESTABLISHED IN SAID "CHINA TOWN SQUARE" RESUBDIVISION, A DISTANCE OF 832.81 FEET;

THENCE SOUTH 31 DEGREES 54 MINUTES 15 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY LINE OF S. PRINCETON AVENUE, AS ESTABLISHED IN SAID "CHINA TOWN SQUARE" RESUBDIVISION, A DISTANCE OF 175.00 FEET TO A POINT WHICH IS 40.00 FEET NORTHWESTERLY OF THE AFORESAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED BY DOCUMENT NO. 9238234;

THENCE NORTH 58 DEGREES 05 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS WIDENED, A DISTANCE OF 494.00 FEET, AND

THENCE SOUTH 31 DEGREES 54 MINUTES 15 SECONDS EAST A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 104.357 SQUARE FEET (2.4416 ACRES) OF LAND, MORE OR LESS.

Legal Description of the CADC Property

CADC-MIDDLE PARCEL 1:

A TRACT OF LAND, COMPRISED OF LOTS OR PARTS THEREOF IN BLOCKS 25, 26, 40, 41 AND 43 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS OR PARTS THEREOF IN THE RESUBDIVISION OF BLOCKS 24, 40, 41 AND 43 OR PARTS THEREOF IN CANAL TRUSTEES' NEW SUBDIVISION AFORESAID, TOGETHER WITH ALL OR PART OF THE VACATED ALLEYS WITHIN SAID BLOCKS, AND OF THE VACATED STREETS LYING BETWEEN AND ADJOINING SAID BLOCKS, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF SOUTH WENTWORTH AVENUE, AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234, AND RUNNING THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, A DISTANCE OF 968.69 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, BY THE AFORESAID INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234; THENCE SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 54.33 FEET, TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 452.25 FEET TO THE WEST LINE OF BLOCK 43 AFORESAID; THENCE 00 DEGREES, 02 MINUTES, 44 SECONDS EAST ALONG THE WEST LINE, AND NORTHWARD EXTENSION THEREOF, OF SAID BLOCK 43 AND ALONG THE WEST LINE OF SAID BLOCK 41, A DISTANCE OF 390.13 FEET TO A POINT WHICH IS 80.00 FEET SOUTH OF A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 41 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON JULY 3, 1900 AS DOCUMENT NUMBER 2981686; THENCE NORTH 33 DEGREES, 43 MINUTES, 56 SECONDS EAST, A DISTANCE OF 312.60 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, AT A POINT WHICH IS 250.00 FEET (MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY FROM THE SOUTHERLY CORNER OF SAID PARCEL OF LAND; THENCE NORTH 43 DEGREES, 57 MINUTES, 21 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 181.73 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE VACATED NORTH AND SOUTH ALLEY IN SAID BLOCK 41; THENCE NORTH ~~DEGREES 89, TOWNSHIP 48 NORTH, RANGE 38 EAST~~, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SAID VACATED ALLEY;

*89 DEGREES, 48 MINUTES, 38 SECONDS EAST

THENCE NORTH 00 DEGREES, 11 MINUTES, 22 SECONDS WEST ALONG THE CENTER LINE, AND ALONG A NORTHWARD EXTENSION THEREOF, OF SAID VACATED ALLEY, A DISTANCE OF 44.69 FEET TO AN INTERSECTION WITH THE NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG SAID NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41, A DISTANCE OF 31.23 FEET TO AN INTERSECTION WITH THE CENTER LINE OF VACATED WEST CULLERTON STREET (WEST 20TH STREET); THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG SAID CENTER LINE OF VACATED WEST CULLERTON STREET, A DISTANCE OF 67.43 FEET; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID VACATED WEST CULLERTON STREET; THENCE NORTH 44 DEGREES, 11 MINUTES, 15 SECONDS EAST ALONG THE SOUTHEASTERLY LINE (AS SAID SOUTHEASTERLY LINE IS MONUMENTED) OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NUMBER 2981686, A DISTANCE OF 251.76 FEET TO A STONE MONUMENT ON THE SOUTHWESTERLY LINE OF THE VACATED ALLEY LEADING SOUTHEASTERLY FROM GROVE STREET; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SAID VACATED ALLEY; THENCE NORTH 45 DEGREES, 59 MINUTES, 37 SECONDS WEST, ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 0.25 OF A FOOT; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO SAID CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NUMBER 2981686; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND (SAID SOUTHEASTERLY LINE BEING PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 24) A DISTANCE OF 50.00 FEET; THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, SAID SOUTHEASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 765.55 FEET, A DISTANCE OF 128.02 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 39 DEGREES, 12 MINUTES, 56 SECONDS EAST, AND A LENGTH OF 127.87 FEET) TO AN INTERSECTION WITH THE EAST LINE OF SAID BLOCK 24; THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF VACATED SOUTH PURPLE STREET; THENCE NORTH 00 DEGREES, 07 MINUTES, 01 SECONDS EAST ALONG SAID CENTER LINE OF VACATED SOUTH PURPLE STREET, AND ALONG SAID CENTER LINE EXTENDED, A DISTANCE OF 101.79 FEET TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 3.41 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 21,

IN THE AFOREMENTIONED CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SAID SECTION 21; THENCE NORTH 89 DEGREES, 54 MINUTES, 02 SECONDS EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID LINE OF BLOCK 21, AND ALONG A WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 20 AND ALONG SAID SOUTH LINE OF BLOCK 20, A DISTANCE OF 595.43 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 20; THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 20, AND ALONG THE EAST LINE OF SAID BLOCK 26, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 431.67 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 26; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 26, BEING ALSO THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 140.74 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 8.00 FEET OF THE WEST 1/2 OF SAID BLOCK 26; THENCE NORTH 00 DEGREES, 05 MINUTES, 29 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 13.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE WHICH IS 13.00 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF BLOCK 26, A DISTANCE OF 80.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 17.30 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 11.70 FEET NORTH FROM THE NORTH LINE OF BLOCK 40 AFORESAID, AT A POINT 270.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 40; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.99 FEET TO AN INTERSECTION WITH A LINE WHICH IS 470.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFOREMENTIONED NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 294.16 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 542.42 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS PERPENDICULAR TO THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, AND THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 226.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13) in Block Twenty-Six (26) of the Canal Trustees' Subdivision of the South East Quarter (SE 1/4) of Fractional Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois; and

A strip of land eight (8) feet in width and Two Hundred (200) feet in length, being the East half (E 1/2) of that portion of the vacated alley lying West of and adjoining Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13), in Block Twenty-Six (26) of the Canal Trustees' New Subdivision in Blocks in Canal Trustees' Subdivision of the East Fraction of the South East Quarter (SE 1/4) of Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian (the North line of said demised premises being the North line of said Lot Eight (8) extended West, and the South line of said demised premise being the North line of West Twentieth Street in said City of Chicago), in Cook County, Illinois.

CADC-MIDDLE PARCEL 2:

A PARCEL OF LAND COMPRISED OF VARIOUS LOTS AND PARTS OF LOTS THEREOF, IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 10 AND 11 IN BLOCK 40 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF VACATED WEST 20TH PLACE LYING BETWEEN AND ADJOINING SAID LOTS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 40, SAID NORTH LINE BEING THE SOUTH LINE OF WEST CULLERTON STREET, AT A POINT OF 90.50 FEET WEST OF THE NORTH EAST CORNER OF SAID BLOCK 40, AND RUNNING THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 120.15 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A STRAIGHT LINE BEING THE EAST LINE OF SOUTH WELLS STREET AS ESTABLISHED IN "CHINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, A DISTANCE OF 181.69 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SOUTH CHINA PLACE, AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 51.81 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 18.34 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 8.19 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 6.66 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 115.00 FEET; TO THE POINT WHICH IS 40.00 FEET NORTHWESTERLY OF THE AFORESAID NORTHWESTERLY LINE SOUTH ARCHER AVENUE, AS WIDENED; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 47.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 107.30 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.42 FEET TO THE EAST LINE OF BLOCK 40, AFORESAID; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG SAID EAST LINE OF BLOCK 40, SAID EAST LINE BEING ALSO THE WEST LINE SOUTH WENTWORTH AVENUE, A DISTANCE OF 15.30 FEET TO A POINT WHICH IS 169.00 FEET SOUTH OF THE NORTH EAST CORNER OF BLOCK 40 AFORESAID; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 47.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A

LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 43.50 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CADC-NORTH PARCEL:

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF THE LOTS IN BLOCK 21 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE LOTS IN THE RESUBDIVISION OF BLOCK 20 OF CANAL TRUSTEES' NEW SUBDIVISION, AFORESAID, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 20, BEING THE INTERSECTION OF THE WEST LINE OF SOUTH WENTWORTH AVENUE WITH THE SOUTH LINE OF WEST 18TH STREET, AND RUNNING THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 20, SAID EAST LINE BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 365.67 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 20; THENCE SOUTH 89 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE, AND SAID SOUTH LINE EXTENDED OF SAID BLOCK 20, AND ALONG THE SOUTH LINE AND SAID SOUTH LINE EXTENSION OF BLOCK 21, A DISTANCE OF 595.43 FEET TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 18.66 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST A DISTANCE OF 25.79 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 21 AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 21 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JULY 3, 1900 AS DOCUMENT NUMBER 2981686; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 765.55 FEET; A DISTANCE OF 47.40 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 21 DEGREES, 00 MINUTES, 26 SECONDS EAST AND A LENGTH OF 47.39 FEET) TO A STONE MONUMENT MARKING THE EASTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 19 DEGREES, 14 MINUTES, 01 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 161.33 FEET TO A POINT 26.00 FEET, MEASURED PERPENDICULARLY, EASTERLY FROM THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 703.78 FEET, A DISTANCE OF 75.88 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 75.84 FEET) TO A POINT OF REVERSE CURVE;

THENCE NORTHWARDLY, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 78.68 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 78.64 FEET); THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 9.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 21, A DISTANCE OF 36.37 FEET EAST FROM THE NORTH WEST CORNER OF SAID BLOCK 21; THENCE NORTH 89 DEGREES, 51 MINUTES, 58 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED EAST OF SAID BLOCK 21 AND ALONG THE NORTH LINE OF SAID BLOCK 20, A DISTANCE OF 431.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Identification Numbers

CADF/IDAG LOAN NOTE

\$1,000,000.00
Principal Amount

February __, 1991

FOR VALUE RECEIVED, the undersigned, CHINESE AMERICAN DEVELOPMENT FOUNDATION and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 66666 (collectively, "Borrowers") hereby jointly and severally promise to pay to the order of the CITY OF CHICAGO ("Payee") on _____, 1998 [seven years from the closing date of the CADF/IDAG Loan] (the "CADF/IDAG Loan Maturity Date"), the principal sum of One Million and No Hundredths Dollars (\$1,000,000.00).

The unpaid principal balance hereof shall bear interest, computed on the basis of actual days elapsed over a 365-day year, from the date hereof until paid at a fixed rate of (a) three percent (3%) per annum for the first two years from the date hereof, (b) four percent (4%) per annum for the two years thereafter, and (c) five percent (5%) per annum thereafter until the CADF/IDAG Loan Maturity Date. Interest shall be payable monthly and the entire outstanding principal balance and any accrued and unpaid interest thereon shall be payable on the CADF/IDAG Loan Maturity Date.

The unpaid principal balance hereof shall bear interest, computed on the basis of a 365-day year, after demand, maturity or default, in lieu of the interest rate hereinabove provided, at the rate of two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

Any payments made hereunder shall first be applied to interest on the unpaid principal balance at the rate specified, and then to principal.

The payment of both principal and interest shall be made to Commissioner, Department of Economic Development, 24 E. Congress Parkway, Suite 700, Chicago, Illinois 60605, or at such other place as the holder of this Note may from time to time designate in writing.

This Note may be prepaid at any time or times, in whole or in part, without premium or penalty.

The occurrence of any one of the following events shall constitute a default by Borrowers ("Event of Default") under

this Note: (i) any failure of either of the Borrowers to pay upon demand, when due or declared due, all or any portion of the principal or interest hereunder; (ii) the occurrence of an "Event of Default" under that certain Amended and Restated Redevelopment/Loan Agreement dated as of February ____, 1991, by and among Borrowers, Chinese American Development Corporation, American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated (a) July 1, 1987 and known as Trust No. 67060 and (b) January 25, 1991 and known as Trust No. 113361-04, and Payee (the "Loan Agreement"); (iii) any failure of either of the Borrowers to comply with or perform any of the covenants, conditions, or provisions of this Note; (iv) any event which results in the acceleration of maturity of any indebtedness of either of the Borrowers to Payee or any other party or parties under any agreement, document, note or other evidence of liability of either of the Borrowers; (v) any warranty, representation or statement made or furnished to Payee by or on behalf of either of the Borrowers proves to have been false in any material respect when made or furnished or (vi) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against either of the Borrowers or any guarantor or surety for either of the Borrowers.

Upon an Event of Default hereunder, at Payee's option, the entire unpaid principal balance hereunder and accrued interest thereon shall immediately become due and payable without presentment, demand or other notice of any kind. The acceptance by Payee of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable will not establish a custom, or waive any rights of Payee to enforce prompt payment hereof. Borrowers agree to pay all costs and fees, including reasonable attorneys' fees, incurred by Payee in collection and enforcement of this Note in accordance with the terms hereof.

This Note is secured by all security interests, liens and encumbrances heretofore, now or hereafter granted to Payee by either of the Borrowers, including, without limitation, (a) a subordinate mortgage lien on the "North Property" and the "CADF Property" (as such terms are defined in the Loan Agreement) (collectively, the "Properties"), (b) a subordinate collateral assignment of the beneficial interest in the "CADF Trust" (as such term is defined in the Loan Agreement), (c) a security interest in all equipment and other tangible personal property located at or owned or acquired by Borrowers for use on or in the Properties, and (d) a collateral assignment of rents and leases in connection with the Properties.

All remedies conferred upon Payee by this Note, the Loan Agreement, or applicable law shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively, at Payee's option.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

IN WITNESS WHEREOF, Borrowers have caused this Note to be duly executed as of the day and year first above written.

CHINESE AMERICAN DEVELOPMENT
FOUNDATION, an Illinois not-
for-profit corporation

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally, but as Trustee of
Trust No. 66666 aforesaid

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

CD FLOAT LOAN NOTE

\$2,250,000.00
Principal Amount

February __, 1991

FOR VALUE RECEIVED, the undersigned, CHINESE AMERICAN DEVELOPMENT CORPORATION and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 67060 (collectively, "Borrowers") hereby jointly and severally promise to pay to the order of the CITY OF CHICAGO ("Payee") on the earlier of such time as provided below, or DEMAND, the principal sum of Two Million Two Hundred Fifty Thousand and No Hundredths Dollars (\$2,250,000.00)

Unless earlier demanded, the principal amount of this Note shall be due and payable at the earlier of (i) the closing of the sale of 52 of the retail units of "Phase 1A1" (as such term is defined in that certain Amended and Restated Redevelopment/Loan Agreement dated as of February __, 1991, by and among Borrowers, Chinese American Development Foundation, American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated (a) July 1, 1987 and known as Trust No. 66666 and (b) January 25, 1991 and known as Trust No. 113361-04, and Payee (the "Loan Agreement")) or (ii) _____, 199_ [18 months, less 15 days, following the date of issuance of this Note] (the "Maturity Date").

The unpaid principal balance hereof shall bear interest computed on the basis of a 365-day year, from the date hereof until paid at (i) a fixed rate of four percent (4%) per annum prior to demand, maturity or default and (ii) a floating rate of two percent (2%) per annum in excess of the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest after demand, maturity or default, with the rate charged to fluctuate concurrently with such corporate base rate. All accrued interest on the principal amount of this Note shall be due and payable on the Maturity Date; provided that upon any earlier demand for payment of principal, all accrued interest shall be due and payable.

Subject to the last sentence of this paragraph, all payments of principal under this Note (whether due to demand, maturity, prepayment, default or otherwise) shall be made only with the proceeds of draws by Payee under that certain Letter of Credit dated the date hereof issued by Continental Bank N.A. to Payee as beneficiary for the account of the Borrowers or any replacement or substitute letter of credit therefor (the "Continental LC"). All payments of interest under this Note shall be made by the Borrowers to

Commissioner, Department of Economic Development, 24 E. Congress Parkway, Suite 700, Chicago, Illinois 60605, or at such other place as the holder of this Note may from time to time designate in writing. All payments made by Borrowers hereunder shall be applied first to accrued interest on the unpaid principal balance at the rate above specified and next as cash collateral security for payment of (in the following order): (i) interest not yet due, (ii) attorneys' fees and other costs, and (iii) principal, and in no case shall any such payments be deemed a prepayment of principal. Anything herein contained to the contrary notwithstanding, if for any reason (other than the failure of Borrowers or Continental to request a prepayment draw) payment of a draw is unavailable under the Continental LC, then Borrowers shall be obligated to pay to Payee at the above address any and all principal amounts due (whether due to demand, maturity, prepayment, default or otherwise), it being the intent that this Note be, and it hereby is declared to be, a full recourse Note against Borrowers as primary obligors.

Prepayment of principal hereunder may be made only with the proceeds of draws under the Continental LC in accordance with the terms of the Continental LC. Any such prepayment shall be without premium or penalty.

The occurrence of any one of the following events or conditions shall constitute a default by Borrowers ("Event of Default") under this Note: (i) any failure of either of Borrowers to pay upon demand, when due or declared due, all or any portion of the principal or interest hereunder; (ii) the occurrence of an "Event of Default" (as such term is defined in the Loan Agreement) under the Loan Agreement; (iii) the occurrence of an "Event of Default" under that certain CD Float Loan Note of even date herewith in the original principal amount of [\$5,048,000] made by Borrowers and payable to the order of Payee; (iv) any failure of either of Borrowers to comply with or perform any of the covenants, conditions, or provisions of this Note; (v) any event which results in the acceleration of maturity of any indebtedness of either of Borrowers to Payee or any other party or parties under any agreement, document, note or other evidence of liability of either of Borrowers; (vi) any warranty, representation or statement made or furnished to Payee by or on behalf of either of Borrowers proves to have been false in any material respect when made or furnished; or (vii) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against either of Borrowers or any guarantor or surety for either of Borrowers.

Upon an Event of Default hereunder, at Payee's option, the entire principal balance hereunder and accrued interest

thereon shall immediately become due and payable without presentment, demand or other notice of any kind. The acceptance by Payee of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable shall not establish a custom, or waive any rights of Payee to enforce prompt payment hereof. Borrowers agree to pay all costs and fees, including reasonable attorneys' fees, incurred by Payee in the collection and enforcement of this Note in accordance with the terms hereof.

This Note is secured by all security interests, liens and encumbrances heretofore, now or hereafter granted to Payee by either of Borrowers, including, without limitation, (a) the Continental LC, (b) a mortgage lien on the "North Property", the "Middle Property" and the "CADF Property" (as such terms are defined in the Loan Agreement) (collectively, the "Properties"), (c) a security interest in all equipment and other tangible personal property located at or owned or acquired by Borrowers for use on or in the Properties, (d) a collateral assignment of all rents in connection with the Properties, (e) a collateral assignment of the beneficial interest in the "Lessee Trust" (as such term is defined in the Loan Agreement) and (f) collateral assignments of the beneficial interests in the "CADC Trust" and the "CADF Trust" (as such terms are defined in the Loan Agreement).

All remedies conferred upon Payee by this Note, the Loan Agreement, or applicable law shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively, at Payee's option.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to the other parties or circumstances shall not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

IN WITNESS WHEREOF, Borrowers have caused this Note to

be duly executed as of the day and year first above written.

CHINESE AMERICAN DEVELOPMENT
CORPORATION, an Illinois
corporation

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally, but as Trustee of
Trust No. 67060 aforesaid

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

CDFL0225.NOT

CD FLOAT LOAN NOTE

\$5,048,000.00
Principal Amount

February __, 1991

FOR VALUE RECEIVED, the undersigned, CHINESE AMERICAN DEVELOPMENT CORPORATION and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 67060 (collectively, "Borrowers") hereby jointly and severally promise to pay to the order of the CITY OF CHICAGO ("Payee") on the earlier of such time as provided below, or DEMAND, the principal sum of Five Million Forty-Eight Thousand and No Hundredths Dollars (\$5,048,000.00)

Unless earlier demanded, the principal amount of this Note shall be due and payable on _____, 19__ [three years following the date of issuance of this Note] (the "Maturity Date").

The unpaid principal balance hereof shall bear interest computed on the basis of a 365-day year, from the date hereof until paid at (i) a fixed rate of four percent (4%) per annum prior to demand, maturity or default and (ii) a floating rate of two percent (2%) per annum in excess of the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest after demand, maturity or default, with the rate charged to fluctuate concurrently with such corporate base rate. Unless earlier demanded, all accrued interest on the entire principal amount of this Note shall be due and payable at the earlier of (i) the closing of the sale of 52 of the retail units of "Phase 1A1" (as such term is defined in that certain Amended and Restated Redevelopment/Loan Agreement dated as of February __, 1991, by and among Borrowers, Chinese American Development Foundation, American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated (a) July 1, 1987 and known as Trust No. 66666 and (b) January 25, 1991 and known as Trust No. 113361-04, and Payee (the "Loan Agreement")) or (ii) _____, 199_ [18 months following the date of issuance of this Note]. All remaining unpaid accrued interest on the principal amount of this Note shall be due and payable on the Maturity Date; provided that upon any earlier demand for payment of principal, all accrued interest shall be due and payable.

Subject to the last sentence of this paragraph, all payments of principal under this Note (whether due to demand, maturity, prepayment, default or otherwise) shall be made only with the proceeds of draws by Payee under those certain Letters of Credit dated contemporaneously herewith issued by the financial institutions, in the amounts and for the

account parties set forth on Exhibit A hereto to Payee as beneficiary or any replacement or substitute letter or letters of credit therefor ("Letter or Letters of Credit"). All payments of interest under this Note shall be made by the Borrowers to Commissioner, Department of Economic Development, 24 E. Congress Parkway, Suite 700, Chicago, Illinois 60605, or at such other place as the holder of this Note may from time to time designate in writing. All payments made by Borrowers hereunder shall be applied first to accrued interest on the unpaid principal balance at the rate above specified and next as cash collateral security for payment of (in the following order): (i) interest not yet due, (ii) attorneys' fees and other costs, and (iii) principal, and in no case shall any such payments be deemed a prepayment of principal. Anything herein contained to the contrary notwithstanding, if for any reason (other than the failure of Borrowers to request a prepayment draw) sufficient payments of draws are unavailable under the Letters of Credit, then Borrowers shall be obligated to pay to Payee at the above address any and all principal amounts due (whether due to demand, maturity, prepayment, default or otherwise), it being the intent that this Note be, and it hereby is declared to be, a full recourse Note against Borrowers as primary obligors.

Prepayment of principal hereunder may be made only with the proceeds of draws under the Letters of Credit in accordance with the terms of the Letters of Credit. Any such prepayment shall be without premium or penalty.

The occurrence of any one of the following events or conditions shall constitute a default by Borrowers ("Event of Default") under this Note: (i) any failure of either of Borrowers to pay upon demand, when due or declared due, all or any portion of the principal or interest hereunder; (ii) the occurrence of an "Event of Default" (as such term is defined in the Loan Agreement) under the Loan Agreement; (iii) the occurrence of an "Event of Default" under that certain CD Float Loan Note of even date herewith in the original principal amount of \$2,250,000 made by Borrowers and payable to the order of Payee; (iv) any failure of either of Borrowers to comply with or perform any of the covenants, conditions, or provisions of this Note; (v) any event which results in the acceleration of maturity of any indebtedness of either of Borrowers to Payee or any other party or parties under any agreement, document, note or other evidence of liability of either of Borrowers; (vi) any warranty, representation or statement made or furnished to Payee by or on behalf of either of Borrowers proves to have been false in any material respect when made or furnished; or (vii) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or

insolvency laws by or against either of Borrowers or any guarantor or surety for either of Borrowers.

Upon an Event of Default hereunder, at Payee's option, the entire principal balance hereunder and accrued interest thereon shall immediately become due and payable without presentment, demand or other notice of any kind. The acceptance by Payee of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable shall not establish a custom, or waive any rights of Payee to enforce prompt payment hereof. Borrowers agree to pay all costs and fees, including reasonable attorneys' fees, incurred by Payee in the collection and enforcement of this Note in accordance with the terms hereof.

This Note is secured by all security interests, liens and encumbrances heretofore, now or hereafter granted to Payee by either of Borrowers, including, without limitation, (a) the Letters of Credit, (b) a mortgage lien on the "North Property", the "Middle Property" and the "CADF Property" (as such terms are defined in the Loan Agreement) (collectively, the "Properties"), (c) a security interest in all equipment and other tangible personal property located at or owned or acquired by Borrowers for use on or in the Properties, (d) a collateral assignment of all rents in connection with the Properties, (e) a collateral assignment of the beneficial interest in the "Lessee Trust" (as such term is defined in the Loan Agreement) and (f) collateral assignments of the beneficial interests in the "CADC Trust" and the "CADF Trust" (as such terms are defined in the Loan Agreement).

All remedies conferred upon Payee by this Note, the Loan Agreement, or applicable law shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively, at Payee's option.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to the other parties or circumstances shall not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

IN WITNESS WHEREOF, Borrowers have caused this Note to

be duly executed as of the day and year first above written.

CHINESE AMERICAN DEVELOPMENT
CORPORATION, an Illinois
corporation

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally, but as Trustee of
Trust No. 67060 aforesaid

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

CDFL5048.NOT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B801

Standard Form of Agreement Between Owner and Construction Manager

1980 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED.

This document is intended to be used in conjunction with
AIA Documents A101/CM, 1980; B141/CM, 1980; and A201/CM, 1980.

AGREEMENT

made as of the _____ day of February _____ in the year of Nineteen
Hundred and Ninety-One

BETWEEN the Owner: City of Chicago
c/o Commissioner, Department of Economic Development
24 E. Congress Parkway, Suite 700, Chicago, IL 60605
and the Construction Manager: Chinese American Development Corporation (CADC)
209 W. 23rd Street
Chicago, IL 60616

For the following Project: Public right-of-way improvements surrounding the Chinatown
(Include detailed description of Project location and scope.) Square Retail Center; Contract #2, Phase #1
South Archer & Wentworth Avenues
Chicago, IL

the Architect: Harry Weese and Associates
10 West Hubbard Street
Chicago, IL 60610

The Owner and the Construction Manager agree as set forth below.

Copyright 1973, © 1980, by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates
the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

ARTICLE 1

CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

The Construction Manager covenants with the Owner to further the interests of the Owner by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below* and any other services included in Article 16 as Basic Services.

1.1 PRECONSTRUCTION PHASE

1.1.1 Provide preliminary evaluation of the program and Project budget requirements, each in terms of the other. With the Architect's assistance, prepare preliminary estimates of Construction Cost for early schematic designs based on area, volume or other standards. Assist the Owner and the Architect in achieving mutually agreed upon program and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.

1.1.2 Review designs during their development. Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.

1.1.3 Provide for the Architect's and the Owner's review and acceptance, and periodically update, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules.

1.1.4 Prepare for the Owner's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipate the various elements of the Project, and based on Schematic Design Documents prepared by the Architect. Update and refine this estimate periodically as the Architect prepares Design Development and Construction Documents. Advise the Owner and the Architect if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

1.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

1.1.5.1 Provide recommendations and information to the Owner and the Architect regarding the assignment of re-

sponsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.5.2 Advise on the separation of the Project into Contracts for various categories of Work. Advise on the method to be used for selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.5.3 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.5.4 Investigate and recommend a schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases.

1.1.6 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical Phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

1.1.6.1 Identify or verify applicable requirements for equal employment opportunity programs for inclusion in the proposed Contract Documents.

1.1.7 Make recommendations for pre-qualification criteria for Bidders and develop Bidders' interest in the Project. Establish bidding schedules. Assist the Architect in issuing Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7.1 With the Architect's assistance, receive Bids, prepare bid analyses and make recommendations to the Owner for award of Contracts or rejection of Bids.

1.1.8 With the Architect's assistance, conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services un-

*to the extent such services have not been completed prior to the date hereof

Owner and construction manager acknowledge and agree that the 1980 Edition of this document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition (the "CME Conditions") do not form a part of the Contract Documents for the Project. However, to the extent the CME Conditions require the Construction Manager to provide additional administrative and other services with respect to the Work or the Project, the Construction Manager shall perform such services in the manner required by the CME Conditions.

der this Agreement, will end 30 days after final payment to all Contractors is due.

~~1.2.1 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for Construction as set forth below, and in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.~~

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractors' Construction Schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the Contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.

1.2.3 Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever projected costs exceed budgets or estimates.

1.2.3.2 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

1.2.3.3 Recommend necessary or desirable changes to the Architect and the Owner, review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.4 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.4 Review the safety programs developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the Project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. As appropriate, require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Subject to review by the Architect, reject Work which does not conform to the requirements of the Contract Documents.

~~1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.~~

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner with a copy to the Architect.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect those recommended for approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner and the Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors' Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instruc-

have been paid

tions; other related documents and revisions which arise out of the Contracts or Work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and the Architect. At the completion of the Project, deliver all such records to the Architect for the Owner.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project.

1.2.13 With the Architect, ~~and the Owner's maintenance personnel~~, observe the Contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. ~~The Construction Manager shall assist the Architect in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work.~~

1.2.15 Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. Assist the Architect in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner, ~~the Contractor, the Architect and the Construction Manager~~, which consent shall not be unreasonably withheld.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon authorization in writing from the Owner, ~~and shall be paid for as provided in this Agreement.~~

1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the Owner, *

1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.

1.3.3 Services for tenant or rental spaces.

1.3.4 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.

1.3.5 Services made necessary by the default of a Contractor, *

1.3.6 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.7 Recruiting or training maintenance personnel.

1.3.8 Inspections of, and services related to, the Project after the end of the Construction Phase, *

1.3.9 Providing any other services not otherwise included in this Agreement.

1.4 TIME

1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 ~~The Owner shall provide full information regarding the requirements of the Project, including a program, which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.~~

2.2 The Owner shall ~~provide~~ ^{approve} a budget for the Project, based on consultation with the Construction Manager and the Architect, which shall include contingencies for bidding, changes during construction and other costs, ~~which are the responsibility of the Owner. The Owner shall, at the request of the Construction Manager, provide a statement of funds available for the Project and their source.~~ **

2.3 The Owner shall designate ^{or representatives} a representative ^(S) authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

~~2.4 The Owner shall retain an architect whose services, duties and responsibilities are described in the agreement between the Owner and the Architect, AIA Document B141/CM, 1980 Edition. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager, and will not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. Actions taken by the Architect as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.~~

~~2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.~~

2.6 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Owner ~~may require to verify the Project Applications for Payment.~~

~~or to ascertain how or for what purposes the Contractor have used the monies paid by or on behalf of the Owner.~~

2.7 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.8 The services, information and reports required by Paragraphs 2.1 through 2.7, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager and the Architect.

2.10 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.11 The Owner shall furnish ^{any} the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

ARTICLE 3 See Article 16. CONSTRUCTION COST

3.1 ~~Construction Cost shall be the total of the final Contract Sums of all of the separate Contracts, actual Reimbursable Costs relating to the Construction Phase as defined in Article 6, and the Construction Manager's compensation.~~

3.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.7, inclusive.

3.3 Evaluations of the Owner's Project budget and cost estimates prepared by the Construction Manager represent the Construction Manager's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining Bid prices or other competitive bidding or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

3.4 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.1 or Paragraph 2.2, or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties to this Agreement. If such a fixed limit has been established, the Construction Manager shall include contingencies for design, bidding and price escalation, and

shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.

3.4.1 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Construction Manager's control, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry occurring between the originally scheduled date and the date on which Bids are received.

3.4.2 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.4.1) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the scope and quality of the Work as required to reduce the Construction Cost. In the case of item (4), the Construction Manager, without additional compensation, shall cooperate with the Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4 CONSTRUCTION SUPPORT ACTIVITIES

4.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual arrangements unless otherwise provided in Article 16.

ARTICLE 5 DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6 REIMBURSABLE COSTS

6.1 The term Reimbursable Costs shall mean costs necessarily incurred in the proper performance of services and paid by the Construction Manager. Such costs shall be at rates not higher than the standard paid in the locality of the Project except with prior consent of the Owner. Reimbursable Costs and costs not to be reimbursed shall be listed in Article 16.

~~6.2 Trade discounts, rebates and refunds, and return from sale of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.~~

ARTICLE 7

PAYMENTS TO THE CONSTRUCTION MANAGER

7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.1.1 An initial payment as set forth in Paragraph 15.1 is the minimum payment under this Agreement.

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of Services, on the basis set forth in Article 15.

7.1.3 If and to the extent that the time initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Construction Manager, compensation for Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 15.3 for Additional Services.

7.1.4 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions in accordance with the schedule set forth in Subparagraph 15.2.1, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of the total of the Contract Sums of all the separate Contracts for such portions of the Project.

7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE COSTS

7.2.1 Payments on account of the Construction Manager's Additional Services, as defined in Paragraph 7.3, and for Reimbursable Costs, as defined in Article 16, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

7.3 PAYMENTS WITHHELD

7.3.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

7.4 PROJECT SUSPENSION OR ABANDONMENT

7.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Costs then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

7.4.2 If construction of the Project has started and is stopped by reason of circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction

~~Manager's Project-site staff as provided for by this Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days' delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction plus any relocation or employment termination costs. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.~~

ARTICLE 8

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

8.1 Records of Reimbursable Costs and costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Construction Manager, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association, and a copy shall also be filed with the Architect. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party

fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least fourteen days' written notice to the Construction Manager in the event that the Project is permanently abandoned.

~~10.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with Reimbursable Costs then due and all Termination Expenses.~~

~~10.4 Termination Expenses are defined as Reimbursable Costs directly attributable to termination for which the Construction Manager is not otherwise compensated.~~

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law in effect at the location of the Project.

11.2 Terms in this Agreement shall have the same meaning as those in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.

~~11.3 As between the parties to this Agreement as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant Date of Substantial Completion of the Project, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion of the Project, not later than the date of issuance of the final Project Certificate for Payment.~~

~~11.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, as set forth in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.~~

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Construction Manager shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

Subject to the RLA as provided in Article 16,

~~13.1~~ This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

13.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 14

INSURANCE

14.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Construction Manager is legally liable.

~~ARTICLE 15~~
~~BASIS OF COMPENSATION~~

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 7, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

15.1 AN INITIAL PAYMENT of _____ dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

15.2 BASIC COMPENSATION

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 and 1.2, and any other services included in Article 16 as part of Basic Services, Basic Compensation shall be computed as follows:

For Preconstruction Phase Services, compensation shall be:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

For Construction Phase Services, compensation shall be:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

15.3 COMPENSATION FOR ADDITIONAL SERVICES

15.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Paragraph 1.3, and any other services included in Article 16 as Additional Services, compensation shall be computed as follows:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

15.4 FOR REIMBURSABLE COSTS, as described in Article 6 and Article 16, the actual costs incurred by the Construction Manager in the interest of the Project.

15.5 Payments due the Construction Manager and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Construction Manager.
(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

15.6 The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that:

15.6.1 IF THE SCOPE of the Project or the Construction Manager's Services is changed materially, the amounts of compensation shall be equitably adjusted.

15.6.2 IF THE SERVICES covered by this Agreement have not been completed within _____ months of the date hereof, through no fault of the Construction Manager, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 16
OTHER CONDITIONS OR SERVICES

~~(Not Reimbursable Costs and costs not to be reimbursed)~~

Article 3 - Construction Cost

The construction costs for the Project provided for in this Agreement, being the TIF Improvements, shall be as provided in (i) Exhibit B to the RLA (as hereinafter defined) and (ii) the specific budget provided by the Construction Manager and approved by the Owner pursuant to the RLA.

Article 4 - Construction Support Activities

The Construction Manager shall, pursuant to this Agreement, provide whatever construction support activities are necessary to properly complete the Project.

Article 13 - Extent of Agreement

As used in this Agreement, the term "RLA" shall mean that certain Amended and Restated Redevelopment/Loan Agreement dated the date hereof by and among the CITY OF CHICAGO, Illinois, a public body corporate (the "City"), CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois corporation ("CADC"), CHINESE AMERICAN DEVELOPMENT FOUNDATION, an Illinois not for profit corporation ("CADF"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreements known as (i) Trust No. 67060, dated July 1, 1987 ("CADC Trustee" and the trust, "CADC Trust"), (ii) Trust No. 66666, dated July 1, 1987 ("CADF Trustee" and the trust, "CADF Trust"), and (iii) Trust No. 113361-04, dated January 25, 1991 ("Phase 1A1 Trustee" and the trust, "Phase 1A1 Trust") (all three trusts/trustee relationships collectively, the "Trustees"). In case of any conflicts or other discrepancies between the terms of this Agreement and the terms of the RLA, the terms of the RLA shall govern in all cases.

This Agreement entered into as of the day and year first written above.

OWNER

CITY OF CHICAGO
By: _____
Commissioner, Department of
_____ Economic Development

CONSTRUCTION MANAGER

CHINESE AMERICAN DEVELOPMENT CORPORATION,
an Illinois corporation
By: _____
Its _____

EXHIBIT D

Bids for Phase 1A1 were solicited, and bids for each subsequent phase of the Project shall be solicited, generally in conformity with (i) the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., and (ii) the City Guidelines. With respect to each phase of the Project, the City shall have the right to inspect all bids submitted and shall have final approval over the selection of the contractor.

EXHIBIT E

The contract for construction of each phase of TIF Improvements shall conform to the guidelines prescribed by the Purchasing Agent of the City of Chicago for city purchasing contracts and provide for payment in accordance with this Agreement and the applicable TIF Ordinance. Developer shall (i) incorporate into the contract with each contractor (a) all obligations contained in this Agreement regarding construction of the TIF Improvements and (b) compliance with the requirements of the First Source Agreement and the Affirmative Action Plan (which includes the Women's Business Enterprise and Minority Business Enterprise requirements); and (ii) require each contractor to include all such obligations and requirements in each subcontract.

PURCHASE AGREEMENT FOR PUBLIC RIGHT OF WAY

THIS PURCHASE AGREEMENT FOR PUBLIC RIGHT OF WAY is entered into as of the ____ day of _____, 19__, by and among the CITY OF CHICAGO, Illinois, a public body corporate (the "City"), CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois corporation ("CADC"), and CHINESE AMERICAN DEVELOPMENT FOUNDATION, an Illinois not-for-profit corporation ("CADF").

Preliminary Recitals

A. CADC and CADF (herein sometimes referred to as "Seller") entered into certain Real Estate Sale Agreements to purchase from Catellus Development Corporation (formerly known as Santa Fe Pacific Realty Corporation) ("Catellus") and the Atchison, Topeka and Santa Fe Railway Company (which subsequently assigned its Sale Agreement, and transferred the property subject thereto, to Catellus) approximately thirty acres of vacant land (the "Property") situated at Archer Avenue and Wentworth Avenue and more particularly described in Exhibit A attached to the RLA (as hereinafter defined).

B. The City, CADC, CADF, American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreements known as (i) Trust No. 67060, dated July 1, 1987 ("CADC Trustee"), (ii) Trust No. 66666, dated July 1, 1987 ("CADF Trustee"), and (iii) Trust No. 113361-04, dated January 25, 1991 ("Phase 1A1 Trustee"), are parties to

a certain Amended and Restated Redevelopment/Loan Agreement-Chinatown Square Project (the "RLA") dated _____, 1991 relating to the development of the Property. All terms capitalized herein but which are not otherwise defined herein shall have the same meaning as ascribed to them in the RLA.

C. In furtherance of the RLA, CADC and CADF shall subdivide or cause the record owner of the Property to subdivide a portion of the Property substantially as shown on the proposed Plat of Subdivision of Chinatown Square prepared by Chicago Guaranty Survey Company as Order No. 8905015 and dated January 31, 1990, a copy of which is attached hereto as Exhibit A (the "Proposed Plat").

D. Pursuant to the Proposed Plat, CADC or the CADC Trustee or the Phase 1A1 Trustee will dedicate certain portions of the Property to the City as public streets. Such dedication shall include portions of West Cullerton Street, South Wells Street, South China Place, Princeton Avenue, and South Archer Avenue, all as more particularly shown on the Proposed Plat. The portion of the Property which will be dedicated to the City pursuant to the Proposed Plat is hereinafter referred to as the "Streets" and is more particularly described in Exhibit B attached hereto.

E. Contemporaneously with such dedication of the Streets, the City is vacating certain other real estate within the Property (hereinafter the "Vacated Land").

F. In consideration of the dedication of the Streets, the City has agreed to pay CADC the Purchase Price

(as hereinafter defined) and to issue the TIF Bonds (as defined in the RLA) to finance the improvement of such Streets, all as more particularly set forth in the RLA.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other consideration the sufficiency and receipt whereof is hereby acknowledged, the parties hereto AGREE as follows:

1. Preamble and Preliminary Recitals. The preamble and preliminary recitals set forth above are hereby incorporated herein and made a part of this Agreement.

2. Price. The City agrees to purchase at a price of \$_____ (the "Purchase Price") on the terms set forth herein, the Streets, together with all appurtenances thereto. The Purchase Price represents a multiple of the net amount of square footage obtained by subtracting the square footage of the Vacated Land from the square footage of the Streets.

3. Sale. CADC agrees to sell the Streets at the price and terms set forth herein, and to convey or cause to be conveyed to City title thereto by a recordable Trustee's deed, subject only to general taxes for the year 1990 and subsequent years, and to matters approved by City, which approval shall not be unreasonably withheld.

4. Payment. Anything herein to the contrary notwithstanding, the Purchase Price, plus or minus prorations, shall be payable, at the time of closing, only

out of the proceeds of the TIF Bonds, and the City shall have no independent payment obligation therefor.

5. Plat of Survey. Seller, at its own expense, agrees to furnish City a plat of survey of the Streets dated no earlier than [January 1, 1991] made, and so certified by the surveyor to City, and the Title Company (as hereinafter defined) as having been made as a Class A survey in accordance with the Minimum Standard Detail Requirements for ALTA/ASCM Land Title Surveys, as adopted by the American Land Title Association and the American Congress on Surveying and Mapping, 1988, including, without limitation, all items (except for item 14) in Table 3 thereof. The survey shall also include a certification by the surveyor that the Streets are not located in a flood plain or special flood hazard zone.

6. Time of Closing. The time of closing ("Closing" or "Closing Date") shall be on _____, 1991.

7. No Broker. Seller and City each warrant to the other that they have dealt with no broker in connection with this transaction. Each party agrees to indemnify, hold harmless and defend the other party from any loss, cost, damages or expense (including reasonable attorney's fees) arising out of a breach of the warranty contained in this Section 7.

8. Title Commitment. Seller shall deliver or cause to be delivered to City or City's agent, within 20 days

after the execution and delivery hereof, the plat of survey and a title commitment for an owner's title insurance policy issued by Chicago Title Insurance Company (the "Title Company") in the amount of the purchase price and including extended coverage over the so-called "general exceptions" covering title to the Streets on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth in Section 3 above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). At Closing, Seller shall cause the Title Company to issue a policy in the amount of the Purchase Price with extended coverage insuring City as the owner of the Streets subject only to title exceptions set forth in Section 3 above.

9. Taxes. General taxes shall be adjusted ratably as of the time of Closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof, except for that amount which may accrue by reason of new or additional improvements, shall be on the basis of 110% of the amount of the most recent ascertainable taxes, subject to reparation when the amount thereof becomes ascertainable. Seller shall pay the amount of any stamp tax imposed by state or county law on the transfer of the title,

and furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by an county or local ordinance with regard to a transfer or transaction tax. Such tax required by the local ordinance shall be paid by the party designated in such ordinance.

10. Seller Representations and Warranties. Seller represents and warrants to City as follows:

10.1 Seller has not used, treated, stored or disposed of, any Hazardous Substances (as hereinafter defined) on the Streets (above or below ground). To the best of Seller's knowledge, certain of such materials may have been used, treated, stored or disposed of on the real estate containing the Streets by prior owners or occupants, as disclosed in those certain environmental surveys prepared by _____ and dated _____ relating to the Property, a copy of which has been previously delivered to the City ("the Environmental Report"). To the best of Seller's knowledge, the Environmental Report is an accurate representation of the environmental conditions which it purports to describe. As used herein, the phrase "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutant or contaminant, including, without limitation, PCB's, and raw materials that include hazardous constituents or any other

similar substances or materials that are included under or regulated by any Environmental Laws. For purposes hereof, the term "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, contamination and cleanup, including without limitation, the comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, and applicable state environmental responsibility and cleanup statutes and all rules and regulations under such statutes, as amended.

10.2 The Streets are not located in a flood plain or special flood hazard zone.

10.3 No portion of the Streets are a "wetlands", as defined in the federal Clean Water Act.

10.4 There are no underground storage tanks on the Streets. To the best knowledge of Seller, the Environmental Report accurately describes the extent to which underground storage tanks may have been on the Property (and possibly the Streets) at any prior time.

10.5 There are no service contracts, equipment leases or tenant leases relating to the Streets.

10.6 There is no pending or, to Seller's knowledge, threatened action against Seller for breach of any restrictive covenant affecting the Streets.

10.7 Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code. At Closing, Seller shall deliver to City a Certificate of Non-Foreign Status.

11. Department of Revenue. Seller agrees promptly to notify the Illinois Department of Revenue (the "Department") of the intended transfer of the Real Estate and to request from the Department a statement whether Seller has any assessed, but unpaid amount of tax, penalty or interest due under the Illinois Income Tax Act, and to give concurrent notice thereof to City. If Seller shall fail to do so, City may do so. Seller's Employer Identification Number is _____ . If no stop order is received within thirty (30) days after the filing of said notice, provided that said thirty (30) day period expires prior to the date of Closing, City shall not withhold any of the Purchase Price for the Streets.

12. Disclosure Document. Seller shall deliver to City, not later than thirty (30) days prior to Closing, a disclosure document in recordable form disclosing all information required to be disclosed pursuant to the Illinois Responsible Streets Transfer Act (30 Ill. Rev. Stat. 901, et. seq.), as amended (the "Act"), with respect to the transaction contemplated hereby. In the event Seller

determines that no such disclosure document is required pursuant to the Act, Seller shall deliver a certificate to City, not later than thirty (30) days prior to Closing, certifying to City and to City's lender, if any, that no disclosure document is required with respect to the transaction contemplated hereby. The term disclosure document as used herein shall have the same meaning as ascribed to it in the Act.

13. Survival. All warranties made by Seller to City under this Contract shall be deemed remade as of the closing and the remedies for the breach thereof shall survive the closing and shall not be merged in the closing documents.

14. Plat Recordation and Closing Deliveries. In addition to the deed and transfer declarations described in this Contract, Seller shall record the Proposed Plat in a form acceptable to the City dedicating the Streets and shall deliver or cause to be delivered to City at Closing the following:

14.1 an ALTA statement signed by Seller;

14.2 a Certificate of Non-Foreign Status, executed by Seller;

14.3 Illinois Department of Revenue Bulk Sales release;

14.4 Current Uniform Commercial Code searches with respect to all financing statements against Seller filed with (i) the Secretary of State of the state where the Streets are located (and the state of the principal place of business of

Seller, if different) and (ii) the appropriate County Officer of the County in which the Streets are located, evidencing the absence of any judgments, liens or adverse filings encumbering all or any portion of the Streets other than encumbrances being released at Closing; and

15. Closing Escrow. This sale shall be closed through an escrow (the "Escrow") with Chicago Title & Trust Company ("Escrowee"), in accordance with the provisions of the Deed and Money Escrow Agreement then in use by Escrowee, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such Escrow, payment of the purchase price and delivery of deed shall be made through the Escrow and the earnest money shall be deposited in the Escrow. The cost of the Escrow and any so-called "New York Style" closing fee shall be divided equally between Seller and City. City and Seller shall make all deposits into the escrow in a timely manner to permit the Escrowee to disburse the Escrow on the Closing date.

16. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Commissioner, Department of
of Economic Development
24 E. Congress Parkway
Suite 700
Chicago, IL 60605

With copies to: Corporation Counsel
City Hall, Room 511
121 N. LaSalle St.
Chicago, IL 60602

and

Jenner & Block
One IBM Plaza
Chicago, IL 60611

Attention: Charles J. McCarthy
Joel S. Corwin

If to the Seller: Chinese American
Development Corporation
Chinese American
Development Foundation
209 W. 23rd Street
Chicago, IL 60616

Attention: Ping Tom or
John Tan

With copies to: Steven N. Klein
Schwartz & Freeman
Suite 3400
401 N. Michigan Avenue
Chicago, IL 60611

Link Programs, Inc.
205 W. Wacker Drive
Suite 1800
Chicago, IL 60606

Attention: John Heimbaugh

17. Miscellaneous.

17.1 Waiver. The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.2 Captions. The captions of the Articles and Sections of this Agreement are intended for convenience only

and shall not be construed to define, limit or amplify the contents thereof.

17.3 Case. Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

17.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17.5 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.

17.6 Further Assurances. Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement.

17.7 Entire Agreement; Amendments. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute

Affordable Housing

Developer shall insure that the following affirmative action goals with respect to the residents of the housing/residential portions of the Project are achieved:

1. Not less than twenty percent (20%) of the first 150 units (or portion thereof) of housing built as part of the Project shall be for "low income" individuals. "Low income" shall mean "low income" as defined in the Illinois Development Action Grant regulations set forth at 14 Illinois Administrative Code § 1200.100 et seq, as such regulations may be amended from time to time.

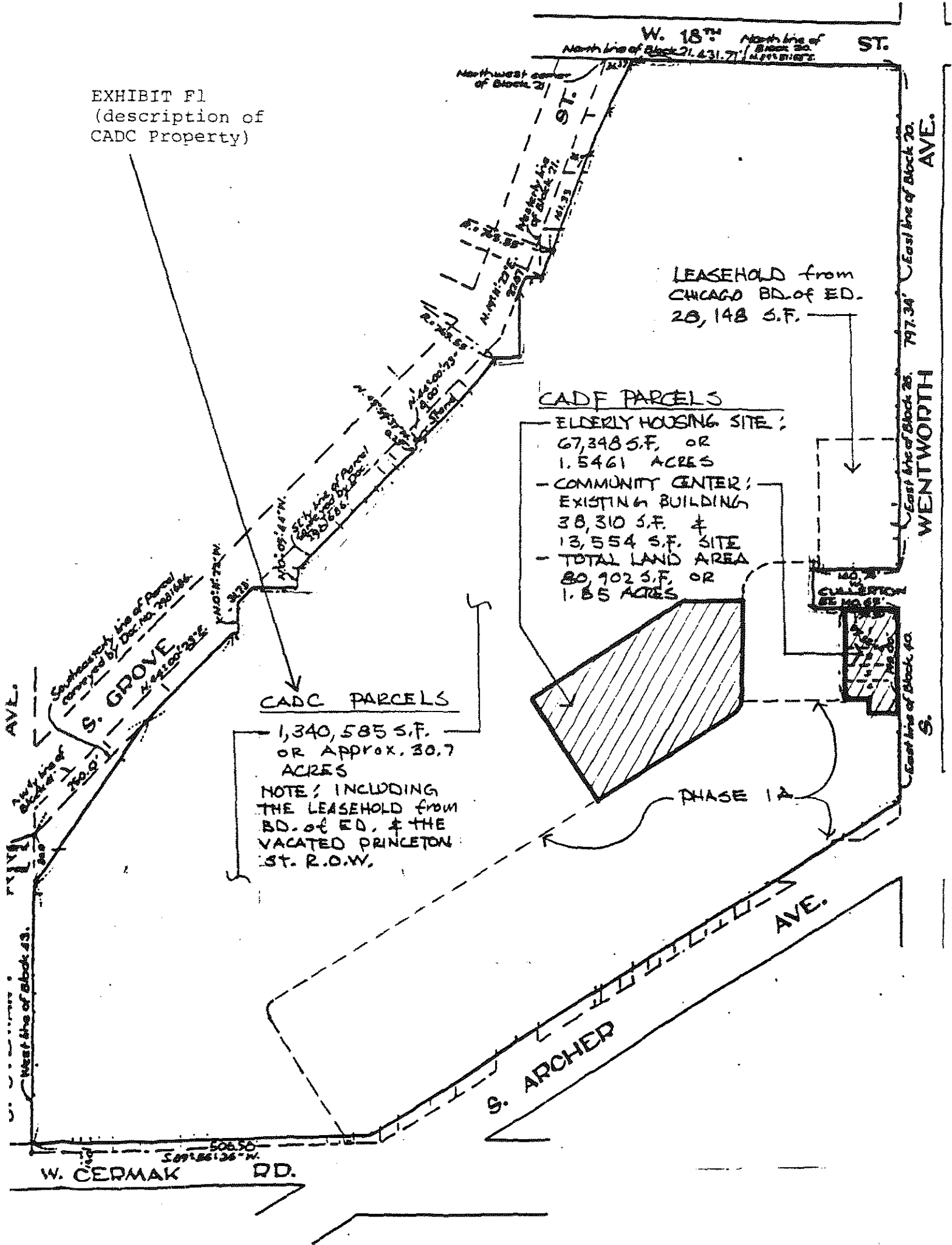
2. Not less than eighty percent (80%) of the first 150 units (or portion thereof) of housing built as part of the Project shall be for "elderly" individuals. "Elderly" shall mean "elderly" as defined in the Illinois Development Action Grant regulations set forth at 14 Illinois Administrative Code § 1200.100 et seq, as such regulations may be amended from time to time.

3. The minimum square footage of such units shall be 800 square feet for studio units and 900 square feet for one bedroom units.

4. All units must be handicapped accessible.

5. Such other affirmative action goals as the City shall require.

EXHIBIT F1
(description of
CADC Property)



LEASEHOLD from
CHICAGO Bd. of ED.
28, 148 S.F.

CADC PARCELS

- ELDERLY HOUSING SITE;
67,348 S.F. OR
1.5461 ACRES
- COMMUNITY CENTER;
EXISTING BUILDING
38,310 S.F. &
13,554 S.F. SITE
- TOTAL LAND AREA
80,902 S.F. OR
1.85 ACRES

CADC PARCELS

1,340,585 S.F.
OR APPROX. 30.7
ACRES

NOTE: INCLUDING
THE LEASEHOLD FROM
BD. OF ED. & THE
VACATED PRINCETON
ST. R.O.W.

PHASE 1A

DEMOLITION
REMAINS

East line of Block 20. 797.34'

East line of Block 40

S.

WENTWORTH

ST.

W. 18TH North line of Block 21. 431.71' North line of Block 20. 431.71' (approx. 863.42')

Northwest corner of Block 21

ST.

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

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North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

North line of Block 21. 431.71'

S. GROVE
S. GROVE
S. GROVE

S. ARCHER
AVE.

W. CERMAK RD.

EXHIBIT F2

Legal Description of CADF Property

CADF-PARCEL 1:

THAT PART OF BLOCKS 40 AND 41 AND THE VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS PARALLEL WITH AND 11.70 FEET NORTH FROM THE NORTH LINE OF BLOCK 40, AFORESAID, AT A POINT WHICH IS 270.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 40, AND RUNNING THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.99 FEET TO AN INTERSECTION WITH A LINE WHICH IS 470.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 294.16 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 291.09 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS ~~XXXXXX~~ FEET, *270.46 MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF BLOCK 40, AFORESAID; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 146.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

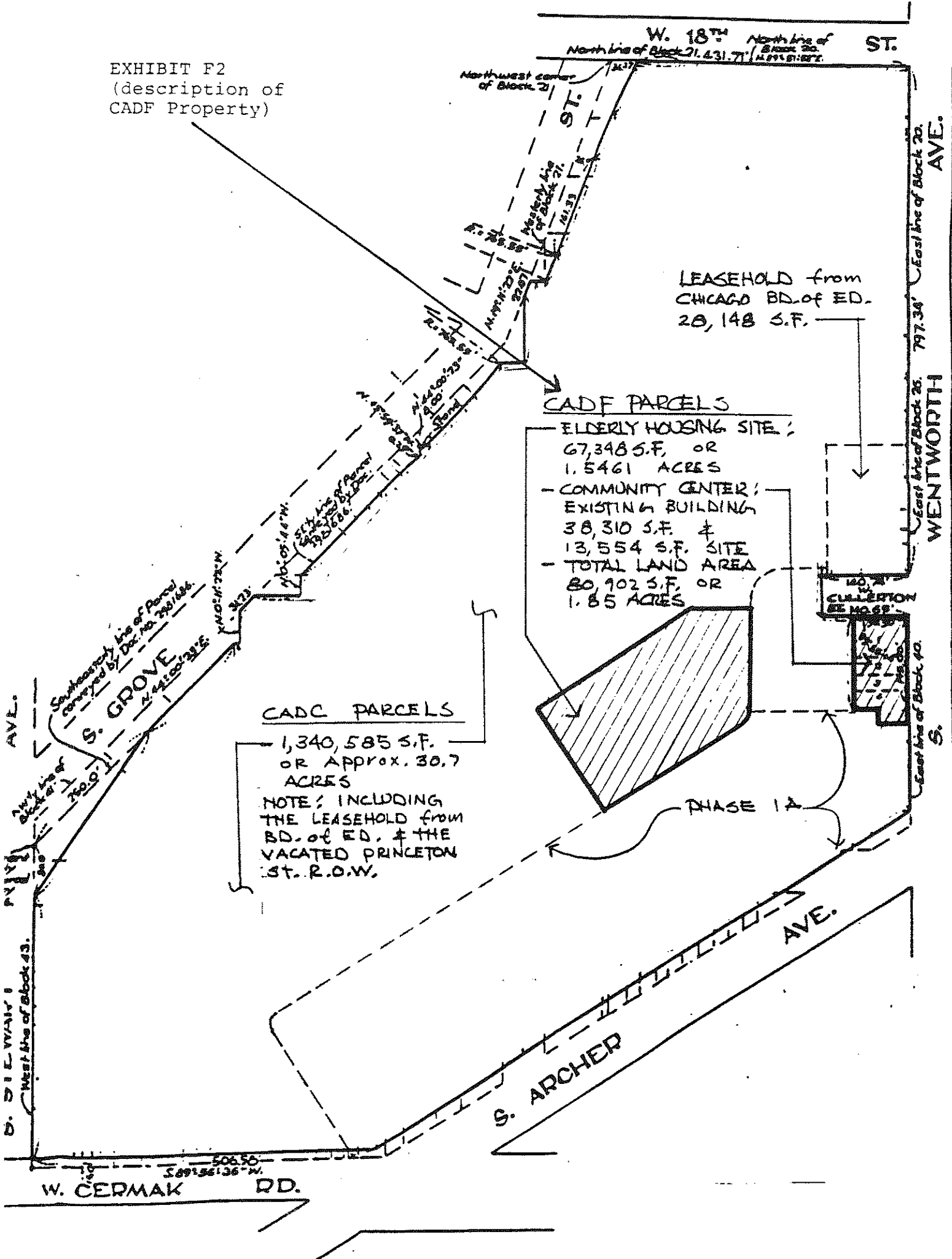
CADF-PARCEL 2:

A PART OF EACH OF LOTS 1, 2, 3, 4, AND 5 IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 10 AND 11 IN BLOCK 40 OF CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF VACATED WEST 20TH PLACE LYING SOUTH OF AND ADJOINING LOT 5 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1, BEING THE INTERSECTION OF THE SOUTH LINE OF WEST CULLERTON STREET, WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, AND RUNNING THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF THE AFOREMENTIONED LOTS, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 169.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID LOT 1, A DISTANCE OF 47.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF LOT 1, A DISTANCE OF 43.50 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 145.00 FEET TO THE NORTH LINE OF SAID LOT 1, AND THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, BEING ALSO THE SOUTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Identification Numbers

EXHIBIT F2
(description of
CADF Property)



CADF PARCELS

- ELDERLY HOUSING SITE ;
67,348 S.F. OR
1.5461 ACRES
- COMMUNITY CENTER ;
EXISTING BUILDING
38,310 S.F. &
13,554 S.F. SITE
- TOTAL LAND AREA
80,902 S.F. OR
1.85 ACRES

CADC PARCELS

1,340,585 S.F.
OR APPROX. 30.7
ACRES

NOTE: INCLUDING
THE LEASEHOLD FROM
BD. OF ED. & THE
VACATED PRINCETON
ST. R.O.W.

LEASEHOLD from
CHICAGO Bd. of ED.
20,148 S.F.

PHASE 1A

150' x
CULVERTION
55' x 65'

S. GROVE
N. 42° 00' 30" E
700.0'

W. CERMAK RD.

S. ARCHER
AVE.

W. 18TH ST.
North line of Block 21. 431.7'
North line of Block 20. 409.8182'

WENTWORTH
AVE.
East line of Block 20. 797.36'
East line of Block 20.
East line of Block 40.

217' line of
Block 41
700.0'

D. DIE WAIN
West line of Block 43.

506.50
S 89° 15' 36" W

Northwest corner
of Block 21

North line of
Block 21

North line of
Block 21

North line of
Block 21

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Block 21

EXHIBIT G
PART I
MINIMUM ASSESSED VALUE

The Minimum Assessed Value is anticipated as shown below to support the debt service on the amount of the anticipated bond series as shown below

	Quad Reass't			Quad Reass't				1997	1998
	1990 (EQ '91)	1991 (EQ '92)	1992 (EQ '93)	1993 (EQ '94)	1994 (EQ '95)	1995 (EQ '96)	1996 (EQ '97)		
	1.800)	1.800)	1.800)	1.800)	1.800)	1.800)	1.800)		
TIF CAPITAL COST DRAW DOWN SCHEDULE	Phase 1A	Phase 1B.2	Phase 2B.1	Phase 3A	Phase 4A	Phase 4B			
	1B.1	2A & 2B.2	WENT'H	3B	WENT'H	WENT'H			
Bond Series	A	B	C	D	E	F			
Par Amount of Bonds	5,591,115	2,175,000	1,450,000	2,075,000	2,500,000	2,500,000			
Debt Service @ 8.25%, 19 yrs.	641,798	230,637	153,758	220,033	265,100	265,100			
3 yrs. interest only	461,267	179,438	119,625	171,188	206,250	206,250			
PROPERTY TAX INCREMENT (assessed min. land value)									
IMPROVED LAND									
-Ph. 1A	\$0	\$0	\$675,378	\$2,701,512	\$2,701,512	\$2,701,512	\$2,998,678	\$2,998,678	\$2,998,678
-Ph. 1B				\$513,889	\$2,055,556	\$2,055,556	\$2,281,667	\$2,281,667	\$2,281,667
-Ph. 2A				\$396,000	\$1,584,000	\$1,584,000	\$1,758,240	\$1,758,240	\$1,758,240
-Ph. 2B					\$344,493	\$1,377,973	\$1,460,651	\$1,460,651	\$1,460,651
-Ph. 3A					\$750,000	\$3,000,000	\$3,090,000	\$3,090,000	\$3,090,000
-Ph. 3B						\$424,800	\$1,699,200	\$1,699,200	\$1,699,200
-Ph. 4A							\$666,667	\$2,666,667	\$2,666,667
-Ph. 4B								\$1,030,055	\$4,120,219
SUBTOTAL	\$0	\$0	\$675,378	\$3,611,401	\$7,435,561	\$11,143,841	\$13,955,104	\$16,985,159	\$20,075,323

EXHIBIT 6
PART II
ASSESSMENT BY TYPE OF IMPROVEMENT

The improvements shown below are anticipated to generate the assessments as indicated.

Phase			Phase		
1A	129,450 sq. ft. retail		2B.2	150 Elderly Housing Units, Rental	(not for profit)
	Fair Market Value	\$11,449,410			
	Assessment Level @ 16%	\$1,831,906			
	Equalized Assessed Value @ 1.8	\$3,297,430			
	Tax @ 10.00% rate	\$329,743			
	61,450 sq. ft. office		3A	150 Condos; Gross sales	
	Fair Market Value	\$5,435,035		@ \$125,000/unit & \$125/sq. ft. in '92 & '93	
	Assessment Level @ 16%	\$869,606		Fair Market Value	\$18,750,000
	Equalized Assessed Value @ 1.8	\$1,565,290		Assessment Level @ 16%	\$3,000,000
	Tax @ 10.00% rate	\$156,529		Equalized Assessed Value @ 1.4153	\$4,245,900
				Homeowners Exemption @ \$3,500/unit	\$525,000
				Adjusted Equalized Valuation	\$3,720,900
				Tax @ 10.00% rate	\$372,090
1B	100,000 sq. ft. retail		3B	90,000 sq. ft. Townhouses (80 units)	
	Fair Market Value	\$12,847,222		'93 Gross Sales @ \$118/sq. ft.	
	Assessment Level @ 16%	\$2,055,556		Fair Market Value	\$10,620,000
	Equalized Assessed Value @ 1.8	\$3,700,000		Assessment Level @ 16%	\$1,699,200
	Tax @ 10.00% rate	\$370,000		Equalized Assessed Value @ 1.4153	\$2,404,878
				Homeowners Exemption @ \$3,500/unit	\$280,000
				Adjusted Equalized Valuation	\$2,124,878
				Tax @ 10.00% rate	\$212,488
2A	90,000 sq. ft. Townhouses (50 Units)		4A	100,000 sq. ft. Trade Center	
	Assessed Value @ 16% of 1991 Gross Sales @ \$110/sq. ft.			Fair Market Value	10,078,105
	Fair Market Value	\$9,900,000		Assessed value @ 26.46%	2,666,667
	Assessment Level @ 16%	\$1,584,000		Equalized assessed value @ 1.8 in 1994	4,800,000
	Equalized Assessed Value @ 1.4153	\$2,241,835		Tax @ 10% rate	\$480,000
	Homeowners Exemption @ \$3,500/unit	\$175,000			
	Adjusted Equalized Valuation	\$2,066,835			
	Tax @ 10.00% rate	\$206,684			
2B.1	150 market rate Units, Rental		4B	200 Rm. Hotel; 150,000 sq. ft.	
	Estimated HUD Mortgage of (Fair Market)	\$6,859,000		Fair Market Value = Mortgage Amount of \$97.32/sq.ft.	\$15,571,500
	Assessed Value @ 20.09%	\$1,377,973		Assessed Value @ 26.46%	\$4,120,219
	Equalized Assessed Value @ 1.80 in 1992	\$2,480,352		Equalized Assessed Value @ 1.80 in 1995	\$7,416,394
	Tax @ 10.15% rate	\$251,756		Tax @ 9.66% rate	\$716,426

**EXHIBIT H
REAL ESTATE TAXES**

The Property Tax Increment is anticipated as shown below to support the debt service on the amount of the anticipated bond series as shown below.

	Quad Reass't			Quad Reass't			1997	1998	
	1990 (EQ '91 1.800)	1991 (EQ '92 1.800)	1992 (EQ '93 1.800)	1993 (EQ '94 1.800)	1994 (EQ '95 1.800)	1995 (EQ '96 1.800)			1996 (EQ '97 1.800)
TIF CAPITAL COST DRAW DOWN SCHEDULE	Phase 1A 1B.1	Phase 1B.2 2A & 2B.2	Phase 2B.1 WENT'H	Phase 3A 3B	Phase 4A WENT'H	Phase 4B WENT'H			
Bond Series	A	B	C	D	E	F			
Par Amount of Bonds	5,591,115	2,175,000	1,450,000	2,075,000	2,500,000	2,500,000			
Debt Service @ 8.25%, 19 yrs.	641,798	230,637	153,758	220,033	265,100	265,100			
3 yrs. interest only	461,267	179,438	119,625	171,188	206,250	206,250			
PROPERTY TAX INCREMENT									
IMPROVED LAND									
-Ph. 1A	\$0	\$0	\$121,568	\$486,272	\$486,272	\$486,272	\$539,762	\$539,762	
-Ph. 1B				\$92,500	\$370,000	\$370,000	\$410,700	\$410,700	
-Ph. 2A				\$51,671	\$206,684	\$206,684	\$229,419	\$229,419	
-Ph. 2B					\$62,939	\$251,756	\$266,861	\$266,861	
-Ph. 3A					\$93,023	\$372,090	\$383,253	\$383,253	
-Ph. 3B						\$53,122	\$212,488	\$212,488	
-Ph. 4A							\$120,000	\$480,000	
-Ph. 4B							\$179,106	\$716,424	
SUBTOTAL	\$0	\$0	\$121,568	\$630,443	\$1,218,917	\$1,739,923	\$2,162,482	\$2,701,588	\$3,238,906

EXHIBIT H1

Development Costs: "Development Costs" shall mean all costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Property, loan fees, interest, real estate taxes during construction, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "unit improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees, acquisition fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs, and any losses resulting from operation expenses exceeding revenues through the date a certificate of Completion satisfactory to the City is issued.

Permitted Delays: With respect to the Developer's obligation to Complete the Project, a "Permitted Delay" shall be any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the Work. With respect to the City's ability to perform its other obligations under this Agreement, a "Permitted Delay" shall be any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act or perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on the Developer or materially increase its obligations under this Agreement.

Complete: "Complete" shall mean the substantial completion of any Work as the context requires. For the purpose of this definition, each phase of the Project will be considered Complete when (i) the "shell and core" for the office space and retail space portions of the particular phase is substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as the correction or completion of minor "punch list items") and ready for the installation of "interior finishing work" and (ii) the residential portions of such phase are substantially finished in conformity with

local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of minor "punch list items") and ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

EXHIBIT H2 - Initial Insurance

1. COMMERCIAL GENERAL LIABILITY POLICY

INSUREDS: CADC, CADF

ADDITIONAL INSURED: City of Chicago

INSURER: Commercial Union Insurance Co.

LIMITS \$1,000,000 - Combined Single Limit for Bodily Injury and Property Damage (Auto)

\$2,000,000 - General Aggregate

\$1,000,000 - Limit Per Occurrence

\$1,000,000 - Products/Completed Operations Aggregate

\$1,000,000 - Personal and Advertising Injury

COVERAGES
EXTENSIONS
INCLUDE:

Broad Form Blanket Contractual Liability
Broad Form Property Damage
Non-Owned Watercraft
Host Liquor Liability
Incidental Malpractice
Employees as Additional Insureds
Medical Payments - \$5,000 Each Person
Fire Legal Liability - \$50,000

GENERAL
DEFINITIONS
OF TERMS:

Premises - Operations

Covers liability arising out of the existence, operation and maintenance of your business and premises.

Broad Form Blanket Contractual

Covers liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a

warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

Broad Form Property Damage

Covers property damage to property in your care, custody and control while the work is being done on the property or after the work has been completed.

Products Liability/Completed Operations

Covers liability for bodily injury and property damage arising out of products sold to, distributed or work completed.

Independent Contractors - (If Any)

Covers the liability for bodily injury and property damages caused by the acts of independent contractors. There is no apparent exposure, but coverage and premium therefore are automatically assumed if such exposure arises during the policy period.

Fire Legal Liability

Covers leased or rented premises for which you could be held legally liable for damage due to fire or explosion.

Personal Injury Liability

Coverage is afforded for liabilities arising from false arrest, libel, slander, violation of an individual's right of privacy, wrongful entry or eviction, or defamation of character.

Employees as Additional Insureds

Your employees are protected while they are working for you within the scope of their duties.

Advertising Liability

Covers you against claims for libel, slander, defamation, infringement of copyright, invasion of privacy arising out of your advertising program.

X, C & U Exclusions Deleted

Provides coverage for property damage arising from explosion, collapse and underground operations as result of work performed by you.

2. UMBRELLA LIABILITY POLICY

INSUREDS: CADC, CADF

ADDITIONAL INSURED: City of Chicago

INSURER: Commercial Union Insurance Co.

LIMITS: \$5,000,000 - Aggregate Excess of Underlying (0 - Self-Insured Retention)

TERMS AND CONDITIONS: Excludes Real and Personal Property in the Insured's Care, Custody or Control, Asbestos, Pollution; Contractors Limitation; Following Form Products/Completed Operations, Personal Injury and Contractual

3. BUILDERS RISK POLICY - PHASE 1A1 ITSELF

INSURED: CADC

ADDITIONAL: Continental Bank, First Mortgagee, and City of Chicago, Subordinate to First Mortgagee

INSURER: CNA Insurance

LIMITS: "All Risk" - Completed Value Form - \$9,700,000 (\$5,000 deductible and 100% coinsurance)

Builders Risk Soft Costs - \$2,650,000

Offsite Coverage - \$150,000

In transit Coverage - \$150,000

Earthquake and Flood - \$1,000,000 (\$50,000 deductible)

4. BUILDERS RISK POLICY - PHASE 1A1 TIF INFRASTRUCTURE

INSURED: City of Chicago

ADDITIONAL
INSURED: CADDC

INSURER: CNA Insurance

LIMITS: "All Risk" - Completed Value Form -
\$2,600,000 (\$5,000 deductible and
100% coinsurance)

Builders Risk Soft Costs - \$400,000

Offsite Coverage - as may be
required

In transit Coverage - as may be
required

Earthquake and Flood - \$1,000,000
(\$50,000 deductible)

EXH2.1NS

EXHIBIT H3 - STOCK ISSUANCE

Developer may issue additional stock only if such issuance (singly or in combination with one or more other issuances) does not result in a change of control over Developer (without the prior written consent of the Department) or create any conflict of interest under or otherwise violate any state, federal or local law, ordinance, regulation or ruling.

EXHIBIT I

Part 1

The First Source Agreement referred to in the Amended and Restated Redevelopment/Loan Agreement -- Chinatown Square Project ("RLA") is that certain "City of Chicago, Chicago First Employment Plan, First Source Agreement," dated May 17, 1989 between the City of Chicago, Mayor's Office of Employment and Training, Chicago First Office, and Chinese American Development Corporation.

Part 2

The Affirmative Action Plan referred to in the RLA follows.

AFFIRMATIVE ACTION PLAN

PART 2 OF

EXHIBIT I

TO

AMENDED AND RESTATED
REDEVELOPMENT/LOAN AGREEMENT

DATED AS OF FEBRUARY __, 1991

BY AND BETWEEN

THE CITY OF CHICAGO

AND

CHINESE AMERICAN DEVELOPMENT CORPORATION

AND

CHINESE AMERICAN DEVELOPMENT FOUNDATION

POLICY STATEMENT

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remedy the adverse effects of historically exclusionary practices within the society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance ("the Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition, on April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

The CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois Corporation ("CADC") and CHINESE AMERICAN DEVELOPMENT FOUNDATION, an Illinois not for profit corporation ("CADF") recognize the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. CADC and CADF (hereinafter "Developer") will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment and procurement of goods and

services. The program will include 1) a written affirmative action plan committing the developer to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the areas of leasing, planning and marketing programs in neighborhood-based projects; 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Developer shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Developer with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Developer and their successors and assigns.

The City recognizes that it is Developer's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Developer or its contractors the obligation or require Developer or its contractors to take actions which significantly affect the cost of the Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements, and it is further understood that Developer or its Contractor (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of MBE/WBE contractors utilized for the completion of the Improvements or the operation or management thereof.

1. DEFINITION

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this Section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

- 1.1 "Agreement" means the Amended and Restated Redevelopment/Loan Agreement - Chinatown Square Project between the City of Chicago on one hand and the Developer and certain related land trusts on the other hand, dated as of February __, 1991, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islander; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("MBE") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("WBE") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a joint venture in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the Developer, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" MBE or WBE Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in Section 3.5 below.

- 1.8 "Goals" means the targets established in this agreement for MBE and WBE participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable MBE participation or minority and women employment. Failure to meet a goal will alert the Developer that further actions may be necessary, but shall not, by itself, establish that Developer has failed to use good faith efforts.
- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, Developer, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Economic Development, for all areas of administration of this Plan with the exception of certification procedures as provided in section 3.5 hereto. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Developer (in which the parties do not stand in the relationship of an employer and an employee), relating to the construction and operation of the Project. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of the Project described in the Agreement with the exception of the following areas of activity or cost:
- (1) Financing
 - (2) Legal Services

(3) Architecture

- 1.16 "Component" means one of the divisions of work described below whereby MBE and WBE participation goals and minority and women employment goals will be applied.
- 1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.
- 1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring
 - (2) Demolition
 - (3) Concrete -- reinforced
 - a. Forms and fabrication
 - b. Reinforced steel
 - c. Placement of concrete
 - d. Finish concrete
 - (4) Masonry -- bricklayers, granite
 - (5) Structural steel
 - (6) Metal decking
 - (7) Miscellaneous metals
 - (8) Ornamental metals
 - (9) Carpentry -- rough and finish
 - (10) Moisture protection (roofing, etc.)
 - (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
 - (12) Finish trades (other than tenant or unit improvements)
 - a. Floors
 - b. Walls
 - c. Ceilings
 - d. Lath and Plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
 - h. Wall Coverings
 - i. Carpets
 - (13) Vertical transportation
 - (14) Mechanical trades
 - a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. HVAC

- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding
- (25) Final cleanup
- (26) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees: city services; traditionally reimbursable expenses; and tenant or unit improvements.

- 1.19 "Post-Construction Component" means all of the activities and obligations of the Developer for the Project which apply for a period of five (5) years subsequent to the completion of the final phase of the Development.

2. ADMINISTRATION AND MONITORING

- 2.1 Developer's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, Developer will assign an Affirmative Action ("AA") Officer to assist with the monitoring and implementation of this Plan. Developer will provide adequate staff and support for its AA Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Developer's AA Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Developer on the Project. The AA Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the AA Officer shall include responsibility for the following:
- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and

procurement practices of the Developer are consistent with the Plan; and that all technical or procedural phases of compliance are met.

- (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic on site inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
- (e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Developer's Affirmative Action program and of its commitment to MBE and WBE participation and minority and women employment; and maintaining communications between the Developer and relevant organizations as necessary.
- (f) Researching the availability of MBE and WBE firms and of minority and women prospective employees for business and employment opportunities.
- (g) Counseling and assisting MBE and WBE contractors and suppliers wishing to qualify for participation in the Development, including

with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.

- 2.4 The Agency shall designate an Affirmative Action ("AA") Coordinator operating under the auspices of the Department of Economic Development. The AA Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Developer communications and Reports and transmitting Agency responses and other communications.
- 2.5 The Developer shall require its contractors and subcontractors to furnish to its AA Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The AA Coordinator shall promptly review the Affirmative Action Reports submitted by the Developer on a monthly basis during construction and on a quarterly basis during post-construction. The AA Coordinator shall forward such reports to the Commissioner of the Department of Economic Development. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the AA Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the AA Coordinator shall provide notice to the AA Officer within thirty (30) days after receipt of the AA Reports regarding the results of the review and, if necessary, shall contact the AA Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, within thirty (30) days the AA Coordinator through the Commissioner of the Department of Economic Development shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the AA Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 The Developer, through the AA Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar

value of total contracts awarded to MBE and WBE firms, identity of participating MBE and WBE firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's AA Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components. Throughout the post construction period Developer shall provide comprehensive reports on a quarterly basis for a period of five (5) years subsequent to completion of the final phase of the Development.

3. MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION PLAN

3.1 Introduction

The following plan and goals are adopted by the Developer for participation by minority and women business enterprises in the Development. The Developer shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure MBE and WBE Participation

3.2.1 In making reasonable good faith efforts to meet the goals for MBE and WBE participation, the Developer will request the assistance of the Agency's AA Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Developer will make the MBE and WBE provisions and goals set forth in Section 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for MBE and WBE participation in construction contracts let by Developer, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and proving that all subcontractors must report to contractors, and all contractors must report to Developer on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning MBE and WBE participation.

3.2.2

The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Developer has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and MBE and WBE contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller MBE's and WBE's.
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage MBE and WBE participation in the project.
- (d) Assisting, other than financially, MBE's and WBE's in obtaining bonding and insurance.
- (e) Assisting, other than financially, MBE's and WBE's in submitting bids by offering Developer's consultation.
- (f) Assisting, other than financially, MBE's and WBE's in obtaining certification.
- (g) Requesting the assistance of the Agency's AA Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining MBE and WBE participation.
 - (1) Chicago Urban League
 - (2) Chicago Minority Business Development Center c/o Burgos & Associates, Inc.
 - (3) Chicago United
 - (4) Illinois Department of Commerce and Community Affairs Small Business Office
 - (5) Minority Economic Resource Corporation
 - (6) National Association of Women Business Owners
 - (7) Grant Thornton, Minority Business Development Center

- (8) Association of Asian Construction Enterprises
- (9) Black Contractors United
- (10) Hispanic-American Construction Industry Association (HACIA)
- (11) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies
- (12) National Minority Suppliers Development Council, Inc.
- (13) Chicago Regional Purchasing Council
- (14) Women's Business Development Center

3.2.3 If the Commissioner of the Department of Economic Development, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain MBE's or WBE's to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.

3.3 MBE and WBE Participation Components and Goals

3.3.1 The MBE and WBE participation components shall be: (1) Pre-construction; (2) construction; and (3) post-construction.

3.3.2 The dollar goals for participation by eligible MBE's and WBE's in the Pre-construction and Construction Components shall be twenty-five percent (25%) for MBE and five percent (5%) for WBE firms of the aggregate costs for such components. The dollar goals for the participation of Local Businesses in the Pre-Construction and Construction components is fifty percent (50%) of the aggregate costs for such components.

3.3.3 To the extent practicable, the Developer shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by MBE's, WBE's, Small Businesses and Local Business firms.

3.4 Additional Provisions Concerning Calculating MBE and WBE Participation

3.4.1 In the event that less than fifty-one percent (51%) of a Joint Venture is owned by MBE or WBE partners or

owners, the Developer shall receive proportionate credit towards meeting the MBE and WBE goals. For example, a twenty-five percent (25%) minority owned joint venture that receives a \$100,000 contract would entitle the Developer to a \$25,000 credit.

3.4.2 Where an eligible MBE or WBE firm or Local Business is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Developer shall receive credit only for that portion of the contract actually performed by the eligible MBE or WBE firm or Local Business and for those amounts subcontracted to another eligible MBE or WBE firm or Local Business. Developer shall receive credit for, and there shall not be excluded, dollars spent by an eligible MBE or WBE firm to purchase materials and supplies specific to this Project from non-MBE or WBE firms.

3.4.3 Where a firm which is not an MBE or WBE is awarded a contract, and said firm subcontracts a portion of that contract to an eligible MBE or WBE firm or Local Business, the Developer shall receive credit for the portion of the contract subcontracted to the MBE or WBE firm or Local Business. Developer shall receive credit for dollars spent by a firm which is not an MBE or WBE firm or Local Business to purchase materials and supplies specific to this project from an MBE or WBE firm or Local Business.

3.4.4 The Developer shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Developer demonstrates to the Agency that there are not sufficient Local Businesses, MBE's or WBE's reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:

(a) Lack of a sufficient supply of Local Businesses and certified, responsible MBE's or WBE's (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("SMSA").

(b) Inability to obtain competitive prices from available Local Businesses, MBE's and WBE's in the SMSA, based upon prevailing prices on the open market as determined by Developer, provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the

same portion or part of the contract as bid by such MBE's or WBE's or Local Businesses.

- (c) Failure of available Local Businesses, MBE's or WBE's to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises

3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of any certified minority and women business enterprises, and shall also be available to review the qualifications of, and certify if appropriate, any firms (identified by the Developer or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a) status as an MBE or WBE entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the MBE or WBE eligibility of a firm.

3.5.2 All requests for certification and additional information required, if any, should be submitted to The Director of the office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.

3.5.3 If at any time it is determined that any MBE or WBE certification has been falsely obtained, the Developer may seek to cure or correct the defect by whatever remedy is necessary. The Developer's MBE and WBE contracts shall provide that all such contracts and subcontracts shall be terminated if (a) the contractor's status as MBE or WBE was a factor in the award of such contract or sub-contract and (b) the status of the contractor or sub-contractor was misrepresented. In such event, the Developer shall discharge the disqualified MBE or WBE and, if possible, identify a qualified MBE or WBE as its replacement.

3.5.4 The Developer's minority and women business enterprise contracts shall require that all MBE's and WBE's report within fourteen (14) days to the

Developer's AA Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Developer shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an MBE and WBE firm.

- 3.5.5 The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

4. MINORITY AND WOMEN EMPLOYMENT PLAN

- 4.1 The following plan and goals are adopted by the Developer for employment of minority and women workers in the Construction Component of the Development. During the construction of the Project described in the Agreement, Developer shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment during the Construction component shall be seventy percent (70%) in the aggregate for minority and women employees.
- 4.3 The Developer may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Economic Development who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Developer shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Developer will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Developer shall state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin. The Developer will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.7 The Developer will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Developer will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:

- (a) Department of Economic Development
- (b) Mayor's office of Employment and Training
- (c) Chicago Urban League

4.8 The Developer will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Developer will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that a policy of equal employment opportunity is being implemented.

4.9 The Developer will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Developer will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to MBE enterprises and an additional five percent (5%) to WBE enterprises. The Contractor further agrees that, upon the Developer's request, it shall prepare in written form and send to the Developer, a minority and women employee head count for its total work and a list of MBE and WBE subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Developer as often as may be required by the Developer its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the

Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Developer as often as may be required by the Developer. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.

- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Developer as often as may be required by Developer.
- (h) The Contractor agrees to make and submit to the Developer manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Developer.
- (i) Meetings of Developer's and Contractor's supervisory and personnel office employees will be conducted as required by Developer, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Developer documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Developer as often as may be required by the Developer.

- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.
 - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this Plan and shall deliver copies of such notices of Developer.
 - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

5. DISPUTE RESOLUTION

- 5.1 If at any time during the existence of this Plan the Agency believes that the Developer is substantially failing to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to the Developer's AA Officer explicitly invoking this Section of the Plan, explaining the alleged noncompliance, describing the grounds for such belief, and proposing further implementation steps that the Agency believes should be taken.
- 5.2 If the Developer disagrees with the Agency's evaluation, the AA Coordinator and AA Officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Economic Development and the Developer shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Developer have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the written report described in Section 5.1, the matter shall be submitted to binding

arbitration in accordance with this Article 5. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether the steps proposed by the Agency's AA Coordinator are required to comply with the Plan. The Arbitrators shall have the authority to direct the Developer to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning the implementation of this Plan, in lieu of any other remedies.

- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Developer, one by the Agency and the third selected by agreement of the first two arbitrators. The Developer and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

6. RESIDENT EMPLOYMENT AND POST-CONSTRUCTION PROVISION

- 6.1 General Provision
- 6.1.1 For the first five (5) years following Completion of the final phase of the Project, the Developer shall make good faith efforts, in accordance with the provisions of this Article 6, to achieve certain affirmative action goals in the following areas
- (a) With regard to the direct employees of the Developer, the employment of city resident workers in the post-construction component of the Project; and

(b) Participation of MBE's and WBE's and of minority and women employees in the post-construction operations of the Developer with respect to the Project.

6.1.2 The Developer's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Articles 2 - 4 hereof, as relevant to the respective M/WBE or employment activities described in this Article 6.

6.2 Employment of City Residents and Low and Moderate Income Persons in the Post-Construction Component

6.2.1 With regard to direct employees of the Developer, the Developer will make good faith efforts, consistent with those described in Article 4, to achieve an employment goal of fifty percent (50%) for City resident workers and seventy percent (70%) low and moderate persons (as defined in IDAG regulations) in the post-construction component of the Project.

6.2.2 The Developer will incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment and employment of low and moderate income persons.

6.3 MBE and WBE Participation and Minority and Female Employment During Post-Construction Operations

6.3.1 During post-construction operations, the Developer will make good faith efforts, consistent with those described in Articles 3 and 4, to achieve the levels of MBE and WBE participation and minority and women employment described below.

6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operations of this development). The goals shall apply to such direct employees whether they are employed by the Developer, a property management firm affiliated with the Developer or a contractor.

6.3.3 The MBE and WBE goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).

6.3.4 The employment goals for minority employees for the Post-Construction Component of the Project shall be

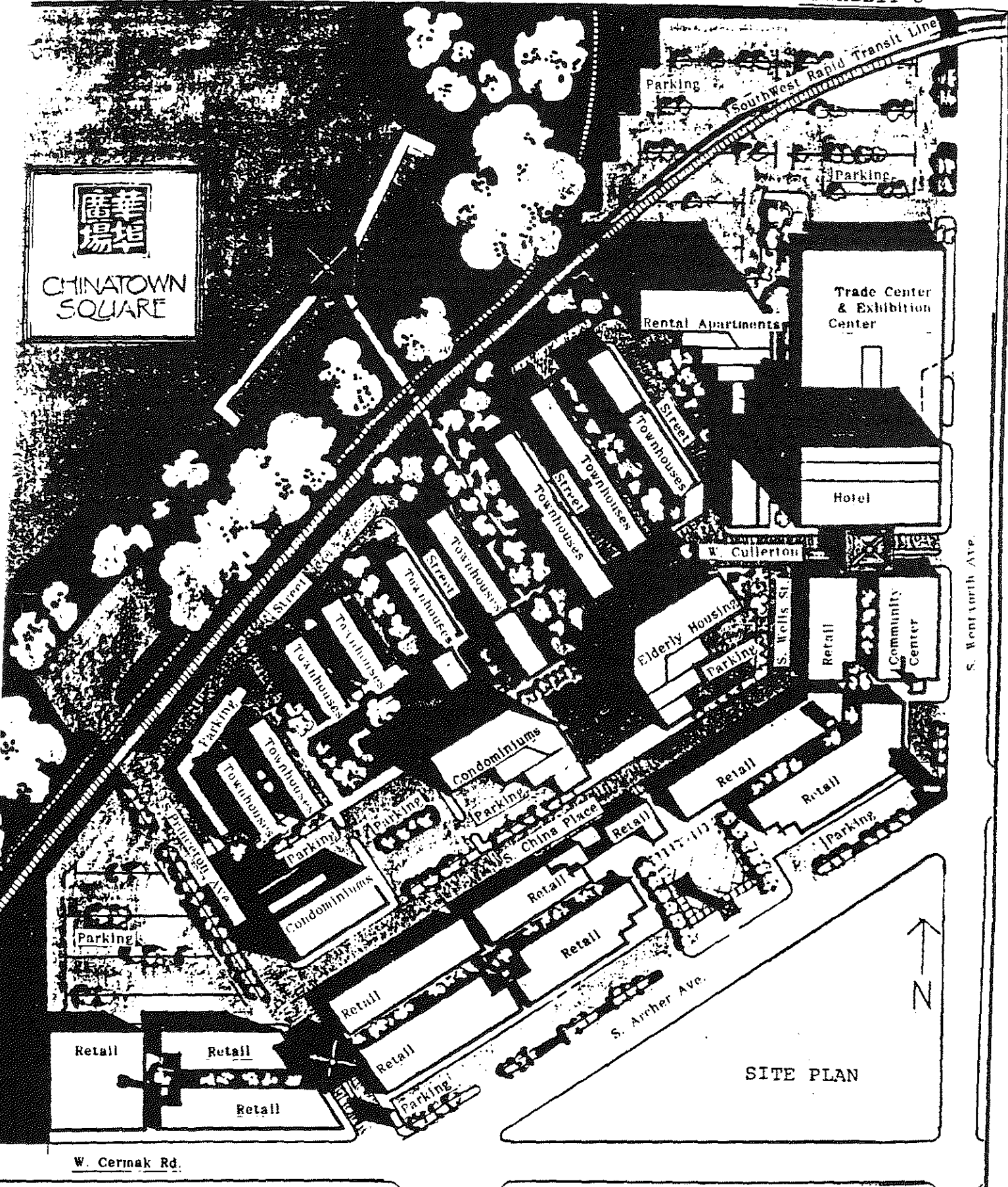
seventy percent (70%). Each Developer shall provide the City with quarterly reports commencing on April 1, 1991 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

- 6.3.5 The MBE/WBE goals for the Post-Construction Component shall be twenty-five percent (25%) for MBE firms, five percent (5%) for WBE firms, and fifty percent (50%) for Local Businesses.
- 6.3.6 The Developer is responsible for collecting employment and MBE/WBE utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.
- 6.3.7 The Developer will include provisions in all relevant contracts specifying employment or MBE/WBE obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. NO THIRD PARTY BENEFIT

- 7.1 This Plan shall be construed as an agreement between the Developer and the City and no third-party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Developer and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Article 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

廣場
CHINATOWN
SQUARE



SITE PLAN

W. Cernak Rd.

USE OF PROCEEDS

Developer shall not use the proceeds of sales of portions of the Project or any working capital or other funds of CADC or CADF for any purpose otherwise than as specified below:

Developer's direct use of the proceeds of the Project Loan shall be the acquisition of the Property. In addition, the expenditure of the TIF Funds will greatly enhance the value of the Property and make possible the financing of construction of the Project on the Property. In accepting the Project Loan, the Developer is directly or indirectly utilizing the credit or other resources of the City, the State of Illinois and the United States in order to acquire the Property and construct the Project. These governmental entities are expending their resources on the Project in order to benefit the Chinatown community, the City of Chicago, the State of Illinois and the United States economically (by creating jobs, combating blight and increasing the tax base at the Project site and in the surrounding area); socially and culturally (by expanding the cultural milieu of the adjacent community to an area presently devoid of the culture of any of the multitudinous ethnic or cultural groups comprising our nation and fostering the cultural interaction of diverse groups within and surrounding the City of Chicago by creating and

enhancing a focal point of cultural interest attracting persons of diverse cultures to the environs of the Project).

Therefore, to the extent that Developer receives funds from the sale of units in Phase 1A1 or any other phase of the Project or from any other source, such funds shall be used to develop and enhance the Project in accordance with the Development Plan. Thus, for example, Developer shall not, without the prior written consent of the City, be allowed to refinance any portion of the Project unless Developer uses the proceeds of such refinancing for repaying the Project Loan and/or the Phase 1A1 Construction Loan or otherwise developing the Property and the Project specifically in accordance with the Development Plan.

For the foregoing reasons, and as required by this Agreement, the Developer shall, as set forth below, fulfill the purposes of the Project Loan until the latter to occur of:

(i) the repayment of the loans comprising the Project Loan; and

(ii) the completion of the Project in accordance with the Development Plan.

Specifically, in order to fulfill the purposes of the Project Loan, Developer shall use the proceeds of sales of portions of the Project and any working capital or other funds of CADC or CADF only for the following specified purposes, which shall not be modified except with the prior written approval of the Commissioner of the Department of Economic Development, City of Chicago ("Commissioner"):

Developer shall apply all funds first to repayment of indebtedness in accordance with the terms of such debt instruments. Thereafter, Developer shall apply any funds in excess of those required for all such indebtedness, solely to the development of the Project pursuant to the Development Plan. Thus, for example, excess funds from the sale of units comprising Phase 1A1 are planned to be, and shall be, used as working capital to develop the phases of the Project subsequent to Phase 1A1. In this way, the excess funds from sales of each phase of the Project are used as seed and development money to continue the Project to completion of all phases.

CHINA.EXX

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. Michael Whelan VICE President, and P. JOHANSEN ASSISTANT Secretary, of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust Number 67060, a Bank organized and existing under the laws of the United States, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said officers of the Bank, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said ASSISTANT Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said officer's free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this FEB 28 1991 day of 1991.

L. M. Sovieniski
Notary Public

My Commission Expires: _____



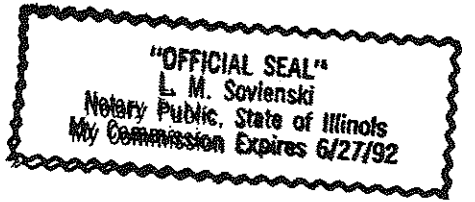
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. Michael Whelan VICE President, and P. JOHANSEN ASSISTANT Secretary, of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust Number 66666, a Bank organized and existing under the laws of the United States, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said officers of the Bank, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said ASSISTANT Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said officer's free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this FEB 28 1991 day of 1991.

L. M. Sovieniski
Notary Public

My Commission Expires: _____



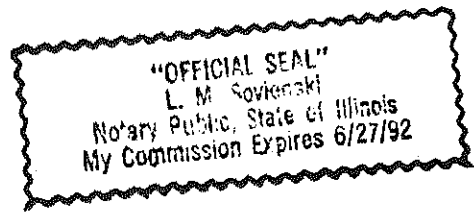
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Michael Whelan VICE President, and E. JOHANSEN ASSISTANT Secretary, of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 25, 1991 and known as Trust Number 113361-04, a Bank organized and existing under the laws of the United States, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said officers of the Bank, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said ASSISTANT Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said officer's free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

FEB 28 1991, GIVEN under my hand and notarial seal this ___ day of 19__.

L. M. Sovienksi
Notary Public

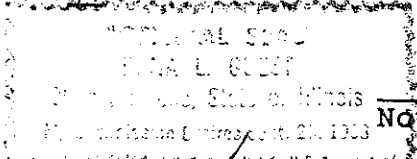
My Commission Expires: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dona L. Guest, a Notary Public in and for the County and State aforesaid, do hereby certify that David Y. C. Kwok, personally known to me to be the Vice President of Chinese American Development Corporation, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 1991.



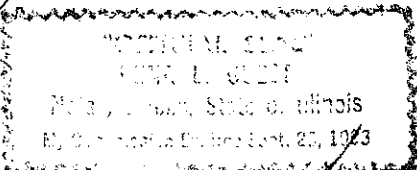
Dona L. Guest
Notary Public

My Commission Expires: September 26, 1993

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dona L. Guest, a Notary Public in and for the County and State aforesaid, do hereby certify that John S. Tan, personally known to me to be the President of Chinese American Development Foundation, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 1991.



Dona L. Guest
Notary Public

My Commission Expires: September 26, 1993

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LENITA S. BELL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph J. James, personally known to me to be the Commissioner of Economic Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as such Commissioner of Economic Development, he signed and delivered the said instrument pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of February, 1991.

Lenita S. Bell
Notary Public

My Commission Expires: 12/29/91

RLA1991.AGR

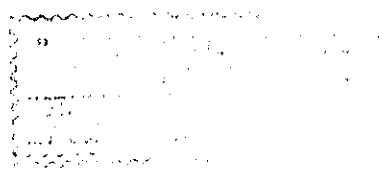


EXHIBIT A

Legal Description of the Real Estate

PARCEL 1 (PHASE 1A1):

A PARCEL OF LAND COMPRISED OF A PART OF BLOCKS 26, 40, 43 AND 44 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: .

BEGINNING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF SOUTH WENTWORTH AVENUE, AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234, AND RUNNING THENCE 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, A DISTANCE OF 968.69 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, BY AFORESAID INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234; THENCE SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 54.33 FEET; THENCE NORTH 31 DEGREES, 54 MINUTES, 15 SECONDS WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE SOUTHWESTWARDLY EXTENSION OF SAID NORTHWESTERLY LINE OF ARCHER AVENUE, AS WIDENED, A DISTANCE OF 226.33 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CURVE, CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 833.51 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS 270.46 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF BLOCK 40, AFORESAID; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 163.39 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS 13.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF BLOCK 26, AFORESAID; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 8.00 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK 26; THENCE SOUTH 00 DEGREES, 05 MINUTES, 29 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF SAID LAST DESCRIBED LINE, A DISTANCE OF 79.00 FEET TO THE NORTH LINE OF SAID BLOCK 40; THENCE

(PARCEL 1 continued):

SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK 40, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF WEST CULLERTON STREET, AS ESTABLISHED IN "CHINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE EAST LINE OF SOUTH WELLS STREET AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 181.69 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SOUTH CHINA PLACE, AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 51.81 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 18.34 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 8.19 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 6.66 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 115.00 FEET, TO A POINT WHICH IS 40.00 FEET NORTHWESTERLY OF THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 47.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 107.30 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.42 FEET TO THE EAST LINE OF BLOCK 40, AFORESAID, AND THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG SAID EAST LINE OF BLOCK 40, A DISTANCE OF 120.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2 (CADC MIDDLE PARCEL 1):

A TRACT OF LAND, COMPRISED OF LOTS OR PARTS THEREOF IN BLOCKS 25, 26, 40, 41 AND 43 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS OR PARTS THEREOF IN THE RESUBDIVISION OF BLOCKS 24, 40, 41 AND 43 OR PARTS THEREOF IN CANAL TRUSTEES' NEW SUBDIVISION AFORESAID, TOGETHER WITH ALL OR PART OF THE VACATED ALLEYS WITHIN SAID BLOCKS, AND OF THE VACATED STREETS LYING BETWEEN AND ADJOINING SAID BLOCKS, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF SOUTH WENTWORTH AVENUE, AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234, AND RUNNING THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, A DISTANCE OF 968.69 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, BY THE AFORESAID INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234; THENCE SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 54.33 FEET, TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 452.25 FEET TO THE WEST LINE OF BLOCK 43 AFORESAID; THENCE 00 DEGREES, 02 MINUTES, 44 SECONDS EAST ALONG THE WEST LINE, AND NORTHWARD EXTENSION THEREOF, OF SAID BLOCK 43 AND ALONG THE WEST LINE OF SAID BLOCK 41, A DISTANCE OF 390.13 FEET TO A POINT WHICH IS 80.00 FEET SOUTH OF A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 41 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON JULY 3, 1900 AS DOCUMENT NUMBER 2981686; THENCE NORTH 33 DEGREES, 43 MINUTES, 56 SECONDS EAST, A DISTANCE OF 312.60 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, AT A POINT WHICH IS 250.00 FEET (MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY FROM THE SOUTHERLY CORNER OF SAID PARCEL OF LAND; THENCE NORTH 43 DEGREES, 57 MINUTES, 21 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 181.73 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE VACATED NORTH AND SOUTH ALLEY IN SAID BLOCK 41; THENCE NORTH ~~89 DEGREES, 56 MINUTES, 36 SECONDS~~ EAST, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SAID VACATED ALLEY;

*89 DEGREES, 48 MINUTES, 38 SECONDS EAST

(PARCEL 2 Continued):

THENCE NORTH 00 DEGREES, 11 MINUTES, 22 SECONDS WEST ALONG THE CENTER LINE, AND ALONG A NORTHWARD EXTENSION THEREOF, OF SAID VACATED ALLEY, A DISTANCE OF 44.69 FEET TO AN INTERSECTION WITH THE NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG SAID NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41, A DISTANCE OF 31.23 FEET TO AN INTERSECTION WITH THE CENTER LINE OF VACATED WEST CULLERTON STREET (WEST 20TH STREET); THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG SAID CENTER LINE OF VACATED WEST CULLERTON STREET, A DISTANCE OF 67.43 FEET; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID VACATED WEST CULLERTON STREET; THENCE NORTH 44 DEGREES, 11 MINUTES, 15 SECONDS EAST ALONG THE SOUTHEASTERLY LINE (AS SAID SOUTHEASTERLY LINE IS MONUMENTED) OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NUMBER 2981686, A DISTANCE OF 251.76 FEET TO A STONE MONUMENT ON THE SOUTHWESTERLY LINE OF THE VACATED ALLEY LEADING SOUTHEASTERLY FROM GROVE STREET; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF SAID VACATED ALLEY; THENCE NORTH 45 DEGREES, 59 MINUTES, 37 SECONDS WEST, ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 0.25 OF A FOOT; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO SAID CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NUMBER 2981686; THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND (SAID SOUTHEASTERLY LINE BEING PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 24) A DISTANCE OF 50.00 FEET; THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, SAID SOUTHEASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 765.55 FEET, A DISTANCE OF 128.02 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 39 DEGREES, 12 MINUTES, 56 SECONDS EAST, AND A LENGTH OF 127.87 FEET) TO AN INTERSECTION WITH THE EAST LINE OF SAID BLOCK 24; THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF VACATED SOUTH PURPLE STREET; THENCE NORTH 00 DEGREES, 07 MINUTES, 01 SECONDS EAST ALONG SAID CENTER LINE OF VACATED SOUTH PURPLE STREET, AND ALONG SAID CENTER LINE EXTENDED, A DISTANCE OF 101.79 FEET TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 3.41 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 21,

(PARCEL 2 Continued):

IN THE AFOREMENTIONED CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SAID SECTION 21; THENCE NORTH 89 DEGREES, 54 MINUTES, 02 SECONDS EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID LINE OF BLOCK 21, AND ALONG A WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 20 AND ALONG SAID SOUTH LINE OF BLOCK 20, A DISTANCE OF 595.43 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 20; THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 20, AND ALONG THE EAST LINE OF SAID BLOCK 26, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 431.67 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 26; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 26, BEING ALSO THE NORTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 140.74 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 8.00 FEET OF THE WEST 1/2 OF SAID BLOCK 26; THENCE NORTH 00 DEGREES, 05 MINUTES, 29 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 13.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE WHICH IS 13.00 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF BLOCK 26, A DISTANCE OF 80.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 17.30 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 11.70 FEET NORTH FROM THE NORTH LINE OF BLOCK 40 AFORESAID, AT A POINT 270.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 40; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.99 FEET TO AN INTERSECTION WITH A LINE WHICH IS 470.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFOREMENTIONED NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 294.16 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 542.42 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS PERPENDICULAR TO THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, AND THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 226.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

(PARCEL 2 Continued):

Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13) in Block Twenty-Six (26) of the Canal Trustees' Subdivision of the South East Quarter (SE 1/4) of Fractional Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois; and

A strip of land eight (8) feet in width and Two Hundred (200) feet in length, being the East half (E 1/2) of that portion of the vacated alley lying West of and adjoining Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13), in Block Twenty-Six (26) of the Canal Trustees' New Subdivision in Blocks in Canal Trustees' Subdivision of the East Fraction of the South East Quarter (SE 1/4) of Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian (the North line of said demised premises being the North line of said Lot Eight (8) extended West, and the South line of said demised premise being the North line of West Twentieth Street in said City of Chicago), in Cook County, Illinois.

PARCEL 3 (CADC MIDDLE PARCEL 2):

A PARCEL OF LAND COMPRISED OF VARIOUS LOTS AND PARTS OF LOTS THEREOF, IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 10 AND 11 IN BLOCK 40 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF VACATED WEST 20TH PLACE LYING BETWEEN AND ADJOINING SAID LOTS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 40, SAID NORTH LINE BEING THE SOUTH LINE OF WEST CULLERTON STREET, AT A POINT OF 90.50 FEET WEST OF THE NORTH EAST CORNER OF SAID BLOCK 40, AND RUNNING THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 120.15 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A STRAIGHT LINE BEING THE EAST LINE OF SOUTH WELLS STREET AS ESTABLISHED IN "CHINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, A DISTANCE OF 181.69 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SOUTH CHINA PLACE, AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 51.81 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 18.34 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 8.19 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 6.66 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 115.00 FEET; TO THE POINT WHICH IS 40.00 FEET NORTHWESTERLY OF THE AFORESAID NORTHWESTERLY LINE SOUTH ARCHER AVENUE, AS WIDENED; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 47.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 107.30 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.42 FEET TO THE EAST LINE OF BLOCK 40, AFORESAID; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG SAID EAST LINE OF BLOCK 40, SAID EAST LINE BEING ALSO THE WEST LINE SOUTH WENTWORTH AVENUE, A DISTANCE OF 15.30 FEET TO A POINT WHICH IS 169.00 FEET SOUTH OF THE NORTH EAST CORNER OF BLOCK 40 AFORESAID; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 47.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A

(PARCEL 3 Continued):

LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 40, A DISTANCE OF 43.50 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4 (CADC North Parcel):

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF THE LOTS IN BLOCK 21 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE LOTS IN THE RESUBDIVISION OF BLOCK 20 OF CANAL TRUSTEES' NEW SUBDIVISION, AFORESAID, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 20, BEING THE INTERSECTION OF THE WEST LINE OF SOUTH WENTWORTH AVENUE WITH THE SOUTH LINE OF WEST 18TH STREET, AND RUNNING THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 20, SAID EAST LINE BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 365.67 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 20; THENCE SOUTH 89 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE, AND SAID SOUTH LINE EXTENDED OF SAID BLOCK 20, AND ALONG THE SOUTH LINE AND SAID SOUTH LINE EXTENSION OF BLOCK 21, A DISTANCE OF 595.43 FEET TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 18.66 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST A DISTANCE OF 25.79 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 21 AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 21 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JULY 3, 1900 AS DOCUMENT NUMBER 2981686; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 765.55 FEET; A DISTANCE OF 47.40 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 21 DEGREES, 00 MINUTES, 26 SECONDS EAST AND A LENGTH OF 47.39 FEET) TO A STONE MONUMENT MARKING THE EASTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 19 DEGREES, 14 MINUTES, 01 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 161.33 FEET TO A POINT 26.00 FEET, MEASURED PERPENDICULARLY, EASTERLY FROM THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 703.78 FEET, A DISTANCE OF 75.88 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 75.84 FEET) TO A POINT OF REVERSE CURVE;

(PARCEL 4 Continued):

THENCE NORTHWARDLY, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 78.68 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 78.64 FEET); THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 9.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 21, A DISTANCE OF 36.37 FEET EAST FROM THE NORTH WEST CORNER OF SAID BLOCK 21; THENCE NORTH 89 DEGREES, 51 MINUTES, 58 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED EAST OF SAID BLOCK 21 AND ALONG THE NORTH LINE OF SAID BLOCK 20, A DISTANCE OF 431.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5 (CADF PARCEL 1):

THAT PART OF BLOCKS 40 AND 41 AND THE VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS PARALLEL WITH AND 11.70 FEET NORTH FROM THE NORTH LINE OF BLOCK 40, AFORESAID, AT A POINT WHICH IS 270.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 40, AND RUNNING THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.99 FEET TO AN INTERSECTION WITH A LINE WHICH IS 470.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 294.16 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 291.09 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS ~~*270.66 FEET~~, *270.46 MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF BLOCK 40, ✓ AFORESAID; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 146.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6 (CADF PARCEL 2):

A PART OF EACH OF LOTS 1, 2, 3, 4, AND 5 IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 10 AND 11 IN BLOCK 40 OF CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF VACATED WEST 20TH PLACE LYING SOUTH OF AND ADJOINING LOT 5 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1, BEING THE INTERSECTION OF THE SOUTH LINE OF WEST CULLERTON STREET, WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, AND RUNNING THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF THE AFOREMENTIONED LOTS, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 169.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID LOT 1, A DISTANCE OF 47.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF LOT 1, A DISTANCE OF 43.50 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 145.00 FEET TO THE NORTH LINE OF SAID LOT 1, AND THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, BEING ALSO THE SOUTH LINE OF WEST CULLERTON STREET, A DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Identification Numbers

EXHIBIT A1

Legal Description of the Leasehold Property

Parcel I: Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13) in Block Twenty-Six (26) of the Canal Trustees' Subdivision of the South East Quarter (SE 1/4) of Fractional Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II: A strip of land eight (8) feet in width and Two Hundred (200) feet in length, being the East half (E 1/2) of that portion of the vacated alley lying West of and adjoining Lots Eight (8), Nine (9), Twelve (12) and Thirteen (13), in Block Twenty-Six (26) of the Canal Trustees' New Subdivision in Blocks in Canal Trustees' Subdivision of the East Fraction of the South East Quarter (SE 1/4) of Section Twenty-One (21), Township Thirty-Nine (39) North of Range Fourteen (14), East of the Third Principal Meridian (the North line of said demised premises being the North line of said Lot Eight (8) extended West, and the South line of said demised premise being the North line of West Twentieth Street in said City of Chicago), in Cook County, Illinois.

Property Identification Numbers

EXHIBIT B
T.I.F. BUDGET FOR BOND SERIES A

1. STREET R.O.W. PURCHASE NET OF VACATED PRINCETON ST.		\$664,100
2. DEBT SERVICE RESERVE FUND		\$559,112
3. CONSTRUCTION FUND		
A.) ROADWAYS		
Main Road & Princeton	1425 L.F. @	\$328.00 \$467,400.00
Archer Service & Parking	840 L.F. @	\$260.00 \$218,400.00
Sidewalk Curb & Gutter @ Wentworth & Archer	6286 L.F. @	\$38.00 \$238,868.00
Patch Archer & Wentworth	1 LOT	\$55,496.00
B.) PLANTING		
Trees	1 LOT	\$83,000.00
C.) STREET LIGHTS		
Electrical Cables	2375 L.F. @	\$21.00 \$49,875.00
Poles & Lights	30 WA	\$5,065.00 \$151,363.00
D.) SEWERS - COMBINED		
24"-36" R.C. Pipe	1144 L.F. @	\$110.00 \$125,840.00
12"-24" V.C. Pipe	1920 L.F. @	\$90.00 \$172,800.00
6"-12" V.C. Pipe	2260 L.F. @	\$44.00 \$99,440.00
Catch Basins & Manholes	60 EA	\$4,500.00 \$270,000.00
E.) WATER		
12" Lines	2150 L.F. @	\$71.00 \$154,780.00
Hydrants	6 EA	\$4,125.00 \$24,750.00
1"-8" Lines	3555 L.F. @	\$49.00 \$174,195.00
SUB-TOTAL		\$2,286,207.00
F.) SPECIAL SOIL REMEDIATION & STUDY		\$100,000
G.) PROJECT FEES		
Engineering, Design, Cost Consulting, Legal		\$114,310.00
H.) CONSTRUCTION CONTINGENCY		\$631,141.00
SUB-TOTAL		\$3,131,659
4. CAPITALIZED INTEREST		\$1,012,600
5. COST OF ISSUANCE		\$111,822
6. UNDERWRITING SPREAD		\$111,822
TOTAL		\$5,591,115

EXHIBIT B1

Legal Description of the Phase 1A1 Property

A PARCEL OF LAND COMPRISED OF A PART OF BLOCKS 26, 40, 43 AND 44 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

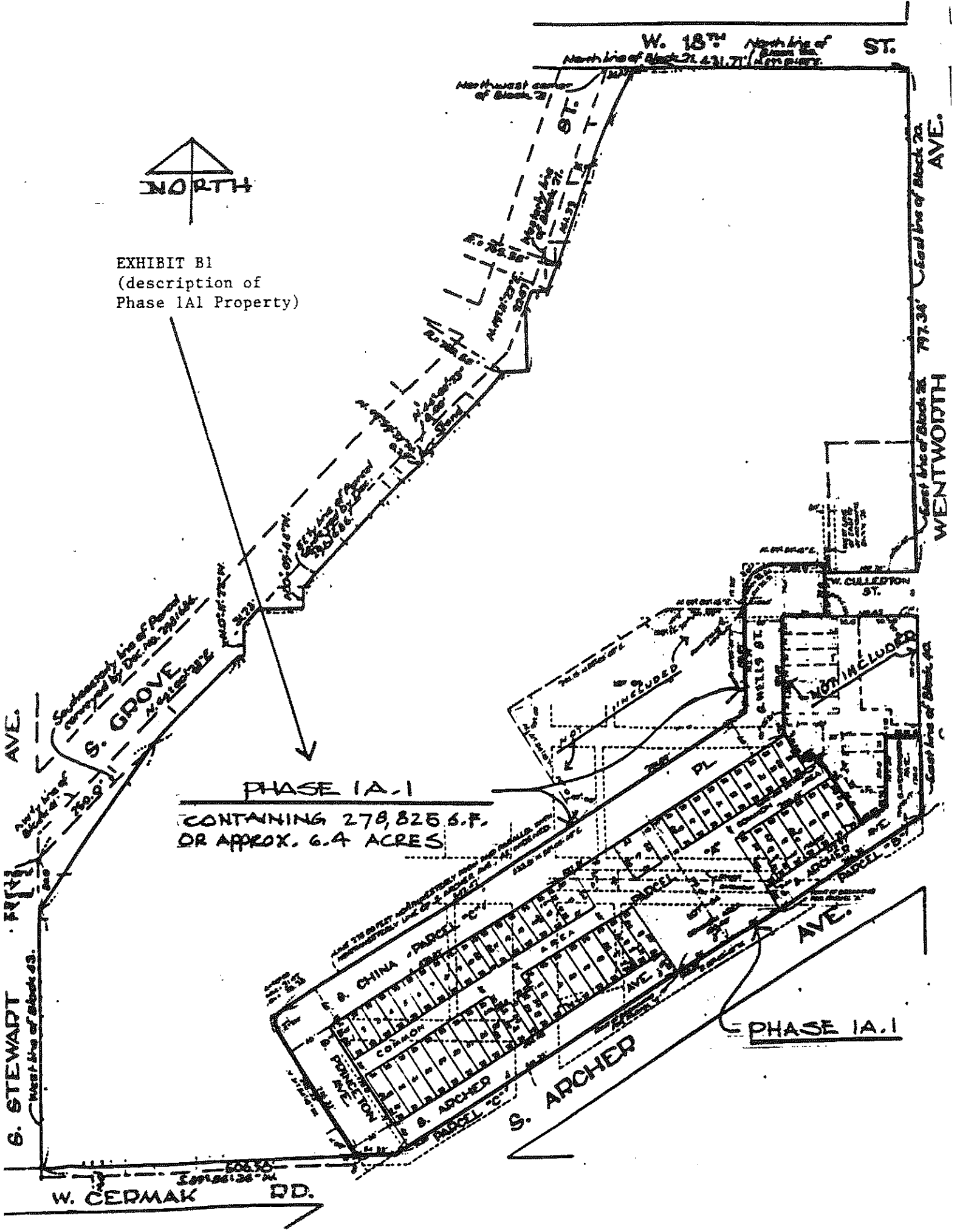
BEGINNING ON THE EAST LINE OF SAID BLOCK 40, BEING ALSO THE WEST LINE OF SOUTH WENTWORTH AVENUE, AT THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, BY INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234, AND RUNNING THENCE 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, A DISTANCE OF 968.69 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, BY AFORESAID INSTRUMENT RECORDED APRIL 13, 1926 AS DOCUMENT NUMBER 9238234; THENCE SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF WEST CERMAK ROAD, AS WIDENED, A DISTANCE OF 54.33 FEET; THENCE NORTH 31 DEGREES, 54 MINUTES, 15 SECONDS WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE SOUTHWESTWARDLY EXTENSION OF SAID NORTHWESTERLY LINE OF ARCHER AVENUE, AS WIDENED, A DISTANCE OF 226.33 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CURVE, CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 833.51 FEET; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS 270.46 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF BLOCK 40, AFORESAID; THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 163.39 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY WITH A LINE WHICH IS 13.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF BLOCK 26, AFORESAID; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 8.00 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK 26; THENCE SOUTH 00 DEGREES, 05 MINUTES, 29 SECONDS EAST ALONG THE SOUTHWARD EXTENSION OF SAID LAST DESCRIBED LINE, A DISTANCE OF 79.00 FEET TO THE NORTH LINE OF SAID BLOCK 40; THENCE

SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK 40, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF WEST CULLERTON STREET, AS ESTABLISHED IN "CHINATOWN SQUARE", A PROPOSED RESUBDIVISION IN PART OF SECTION 21 AFORESAID, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00 DEGREES, 05 MINUTES, 44 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE EAST LINE OF SOUTH WELLS STREET AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 181.69 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A STRAIGHT LINE, BEING THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SOUTH CHINA PLACE, AS ESTABLISHED IN SAID "CHINATOWN SQUARE" RESUBDIVISION, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 51.81 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 18.34 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 8.19 FEET; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST, A DISTANCE OF 6.66 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, A DISTANCE OF 115.00 FEET, TO A POINT WHICH IS 40.00 FEET NORTHWESTERLY OF THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE NORTH 58 DEGREES, 05 MINUTES, 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 47.97 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 58 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 107.30 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 55.42 FEET TO THE EAST LINE OF BLOCK 40, AFORESAID, AND THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG SAID EAST LINE OF BLOCK 40, A DISTANCE OF 120.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Identification Numbers



EXHIBIT B1
(description of
Phase 1A1 Property)



PHASE 1A.1
CONTAINING 278,826 S.F.
OR APPROX. 6.4 ACRES

PHASE 1A.1

W. CERMAK DD.

Sept 28 1928

CADC/IDAG LOAN NOTE

\$1,000,000.00
Principal Amount

February __, 1991

FOR VALUE RECEIVED, the undersigned, CHINESE AMERICAN DEVELOPMENT CORPORATION ("CADC") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated July 1, 1987 and known as Trust No. 67060 (collectively, "Borrowers") hereby jointly and severally promise to pay to the order of the CITY OF CHICAGO ("Payee") at the earlier of the times provided below, the principal sum of One Million and No Hundredths Dollars (\$1,000,000.00).

The principal amount of this Note shall be due and payable at the earlier of (i) the sale of 80% of the commercial units to be constructed by CADC as part of the Project (as such term is defined in that certain Amended and Restated Redevelopment/Loan Agreement dated as of February __, 1991, by and among Borrowers, Chinese American Development Foundation, American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated (a) July 1, 1987 and known as Trust No. 66666 and (b) January 25, 1991 and known as Trust No. 113361-04, and Payee (the "Loan Agreement")) or (ii) _____, 1998 [seven years from the closing date of the CADC/IDAG Loan] (the "CADC/IDAG Loan Maturity Date").

The unpaid principal balance hereof shall bear interest, computed on the basis of actual days elapsed over a 365-day year, from the date hereof until paid at a fixed rate of (a) three percent (3%) per annum for the first two years from the date hereof, (b) four percent (4%) per annum for the two years thereafter, and (c) five percent (5%) per annum thereafter until the CADC/IDAG Loan Maturity Date. Interest shall be payable monthly and the entire outstanding principal balance and any accrued and unpaid interest thereon shall be payable on the CADC/IDAG Loan Maturity Date.

The unpaid principal balance hereof shall bear interest, computed on the basis of a 365-day year, after demand, maturity or default, in lieu of the interest rate hereinabove provided, at the rate of two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

Any payments made hereunder shall first be applied to interest on the unpaid principal balance at the rate specified, and then to principal.

The payment of both principal and interest shall be made to Commissioner, Department of Economic Development, 24 E. Congress Parkway, Suite 700, Chicago, Illinois 60605, or at such other place as the holder of this Note may from time to time designate in writing.

This Note may be prepaid at any time or times, in whole or in part, without premium or penalty.

The occurrence of any one of the following events shall constitute a default by Borrowers ("Event of Default") under this Note: (i) any failure of either of the Borrowers to pay upon demand, when due or declared due, all or any portion of the principal or interest hereunder; (ii) the occurrence of an "Event of Default" under the Loan Agreement; (iii) any failure of either of the Borrowers to comply with or perform any of the covenants, conditions, or provisions of this Note; (iv) any event which results in the acceleration of maturity of any indebtedness of either of the Borrowers to Payee or any other party or parties under any agreement, document, note or other evidence of liability of either of the Borrowers; (v) any warranty, representation or statement made or furnished to Payee by or on behalf of either of the Borrowers proves to have been false in any material respect when made or furnished or (vi) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against either of the Borrowers or any guarantor or surety for either of the Borrowers.

Upon an Event of Default hereunder, at Payee's option, the entire unpaid principal balance hereunder and accrued interest thereon shall immediately become due and payable without presentment, demand or other notice of any kind. The acceptance by Payee of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable will not establish a custom, or waive any rights of Payee to enforce prompt payment hereof. Borrowers agree to pay all costs and fees, including reasonable attorneys' fees, incurred by Payee in collection and enforcement of this Note in accordance with the terms hereof.

This Note is secured by all security interests, liens and encumbrances heretofore, now or hereafter granted to Payee by either of the Borrowers, including, without limitation, (a) a subordinate mortgage lien on the "North Property" and the "CADF Property" (as such terms are defined in the Loan Agreement) (collectively, the "Properties"), (b)

a subordinate collateral assignment of the beneficial interest in the "CADC Trust" (as such term is defined in the Loan Agreement), (c) a subordinate security interest in all equipment and other tangible personal property located at or owned or acquired by Borrowers for use on or in the Properties, (d) a subordinate collateral assignment of rents and leases in connection with the Properties, and (e) a guaranty of performance of the "Project" (as such term is defined in the Loan Agreement).

All remedies conferred upon Payee by this Note, the Loan Agreement, or applicable law shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively, at Payee's option.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

IN WITNESS WHEREOF, Borrowers have caused this Note to be duly executed as of the day and year first above written.

CHINESE AMERICAN DEVELOPMENT CORPORATION, an Illinois corporation

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee of Trust No. 67060 aforesaid

ATTEST:

By: _____

By: _____

Its: _____

Its: _____