

Contract Summary Sheet

Contract (PO) Number: 2623

Specification Number: 13797

Name of Contractor: NANOINK, INC.

City Department: PLANNING & DEVELOPMENT

Title of Contract: Reimbursement of TIF Eligible Cost for the Rehab of the Building at 1335 W. Randolph

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$1,000,000.00

Brief Description of Work: Reimbursement of TIF Eligible Cost for the Rehab of the Building at 1335 W. Randolph

Procurement Services Contact Person: BARBARA SUTTON

Vendor Number: 50065728

Submission Date:

OCT 0 8 2003

Pg
2/10/23
Signed
Agreement

NANOINK, INC. REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

NANOINK, INC.

This agreement was prepared by
and after recording return to:
Michael L. Gaynor
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

LIST OF EXHIBITS

Exhibit A	Redevelopment Area*
Exhibit B	Property*
Exhibit C	TIF-Funded Improvements*
Exhibit D	Redevelopment Plan
Exhibit E	Construction Contract
Exhibit F	Non-Disclosure Agreement
Exhibit G	Permitted Liens*
Exhibit H-1	Project Budget*
Exhibit H-2	MBE/WBE Budget*
Exhibit I	Approved Prior Expenditures
Exhibit J	Opinion of Developer's Counsel
Exhibit K	Affidavit of Title, Covenant and Warranty
Exhibit L	Requisition Form
Exhibit M	[Reserved]
Exhibit N	Public Benefits Program
Exhibit O	[Reserved]
Exhibit P	Form of Payment Bond
Exhibit Q	Consent and Acknowledgment

(An asterisk(*) indicates which exhibits are to be recorded.)

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This agreement was prepared by and
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Michael L. Gaynor
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

NANOINK, INC. REDEVELOPMENT AGREEMENT

This NanoInk, Inc. Redevelopment Agreement (this "Agreement") is made as of this 1st day of July, 2003 (the "Closing Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and NanoInk, Inc., a Delaware corporation (the "Developer").

RECITALS

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

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

C. **City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on June 10, 1998:

(1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Kinzie Industrial Conservation Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Kinzie Industrial Conservation Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Kinzie Industrial Conservation Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has leased a certain building on certain property located within the Redevelopment Area at 1335 West Randolph Street, Chicago, Illinois 60607 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of an approximately 46,400 square foot laboratory, mechanical engineering and office building thereon. Such improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4:03 hereof, Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

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

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

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

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

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

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

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

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

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

"Lease" shall mean that certain Commercial Lease Agreement with a commencement date of July 3, 2002 between the Developer and the Owner for occupancy by the Developer of the Property.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Project, or the Property (to the extent that the Developer is responsible for any Non-Governmental Charges pursuant to the Lease).

"Owner" shall mean Randolph Adventures, Inc., an Illinois corporation, the owner of the

Property.

"Owner Contribution" shall mean a monetary contribution by the Owner to pay for the costs of the Project in the amount set forth in Section 4.01 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein set forth on Exhibit G hereto.

"Plans and Specifications" shall mean [final] [initial] construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

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

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

"Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

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

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

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

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

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

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property, acceptable in form and content to the City, prepared by a surveyor registered in the State of Illinois, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including June 10, 2021).

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

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Owner as the insured, issued by the Title Company.

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer (i) has, pursuant to the Plans and Specifications, commenced construction, and (ii) subject to the provisions of Section 18.17 hereof, shall use all commercially reasonable efforts to complete construction pursuant to the Plans and Specifications and conduct business operations therein no later than July 1, 2004.

3.02 Plans and Specifications. The Developer has delivered the Plans and Specifications to DPD and DPD hereby approves same. The Developer has previously submitted the Plans and Specifications to the City's Department of Buildings for all applicable building permits and approvals for the Project. After the Closing Date, subsequent proposed changes to the Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Buildings and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD hereby approves, a Project Budget showing total costs for the Project in an amount not less than \$5,940,753. The Developer hereby certifies to the City that (a) to the Developer's best understanding as of the

Closing Date, the City Funds, together with the Owner Contribution and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders executed after the Closing Date with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders executed after the Closing Date (and documentation substantiating the need and identifying the source of funding for such Change Orders) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage of the Project; (b) a change in the use of the Property to a use other than a laboratory, mechanical engineering and office building; or (c) a forty-five (or greater) day delay in the completion of the Project; or Change Orders costing more than \$50,000 each, to an aggregate amount of \$200,000. After the Closing Date, the Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section). The Developer has provided DPD with copies of all Change Orders executed prior to the Closing Date, and DPD hereby approves same.

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

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04).

3.08 Inspecting Agent or Architect. The Developer's architect shall perform inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder.

3.09 Barricades. For any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in

compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades erected after the Closing Date.

3.10 Signs and Public Relations. Following the Closing Date, if more than 180 days remain until the estimated completion date of the Project as set forth in Section 3.01 hereof, the Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$5,940,753, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$3,440,753
Owner Contribution	1,500,000
Estimated City Funds (subject to <u>Section 4.03</u>)	1,000,000
ESTIMATED TOTAL	\$5,940,753

4.02 Developer Funds. Equity and/or the Owner Contribution may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$1,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of One Million Dollars (\$1,000,000) or twenty-four percent (24%) of the actual total Project costs.

(c) [Omitted]

(d) [Omitted]

4.04 Requisition Form. The Developer shall provide DPD with a Requisition Form, in the form attached hereto as Exhibit L, along with the documentation described therein, no more than two times during the Term of the Agreement: first, upon the incurrence by the Developer of at least \$500,000 in costs for TIF-Funded Improvements; and, second, upon completion of construction of the Project. After the submission of each Requisition Form, the Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Owner Contribution hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior

Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or the Owner Contribution required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) [Omitted]

(c) [Omitted]

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

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

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

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors, architects, engineers, specialty subcontractors, and equipment and material suppliers who have performed work on the Project, and/or their payees;

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

(c) the Developer and its Architect have approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

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

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

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if, to the best of the Developer's knowledge and understanding, the total of the Available Project Funds (as hereinafter defined) equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Owner Contribution, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement or, to the satisfaction of DPD, otherwise readily available for the Developer's use. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

(h) The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer, or permit the City to suspend or delay for more than 60 days payment of any disbursement during the period of the City's review of such further documentation. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances and/or this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as follows: (a) if the Developer ceases its operations within the City of Chicago for more than 60 days, and upon written direction by the City to resume operations, the Developer fails to resume such operations within 15 days of the receipt of such direction, as required by Section 8.06(b) hereof, on a date prior to two years after the Closing Date, then the Developer shall reimburse the City in the amount of 100% of the City Funds; and (b) if the Developer ceases its operations within the City of Chicago for more than 60 days, and upon written direction by the City to resume operations, the Developer fails to resume such operations within 15 days of the receipt of such direction, on a date (the "Cessation Date") between two years after the Closing Date and five years after the Closing Date (the "Three Year Reimbursement Period"), then the Developer shall reimburse the City in an amount equal to: the amount of the City Funds times a fraction, the numerator of which is the number of days remaining in the Three Year Reimbursement Period as of and including the Cessation Date and the denominator of which is the

total number of days in the Three Year Reimbursement Period (accounting for 366-day leap years, if any, during the Three Year Reimbursement Period).

4.09 Sale of the Developer. If, at any time prior to the tenth anniversary of the date of the Closing Date, a Reinvestment Trigger shall occur, then the Developer shall, within twelve months of the date of occurrence of such Reinvestment Trigger, invest an amount equal to not less than 50% of the City Funds (a "Reinvestment") in one or more of the following: (1) a business entity with operations located in the City of Chicago; (2) a fund or other investment vehicle dedicated to providing financing to business entities located within the City of Chicago; or (3) a capital improvement(s) to or fixture(s) for the Developer's operations at the Property or otherwise located within the City of Chicago. The Developer shall give the City notice of the occurrence of a Reinvestment Trigger within 30 days following the occurrence of any such Reinvestment Trigger and shall provide the City with written evidence of the Reinvestment required to be made hereunder promptly following the occurrence thereof. As used herein, the term "Reinvestment Trigger" shall mean (a) a sale or transfer of all or substantially all of the assets of the Developer in any transaction or series of related transactions (other than sales in the ordinary course of business); or (b) any sale or series of sales of shares of the Developer's capital stock by the Developer which results in any person or group of affiliated persons (other than the holders of the Developer's capital stock as of the date of this Agreement) owning capital stock holding a majority of the voting power of the Developer. At any time prior to the tenth anniversary of the date of the Closing Date, the Developer may provide the City with written evidence of Reinvestment by the Developer independent of and unrelated to any Reinvestment Trigger, and thereby, upon written approval by DPD, satisfy the Developer's obligation to make a Reinvestment in the event of a subsequent Reinvestment Trigger.

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and the Owner Contribution in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such

funds consists of the Owner Contribution. the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project.

5.05 Title. On the Closing Date, the Developer has furnished the City with, or has caused the Owner to furnish the City with a copy of the Owner's Title Policy for the Property, certified by the Title Company, showing the Owner as the named insured . The Title Policy is dated as of June 4, 2003 and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Developer has provided to DPD on and dated as of the Closing Date an Affidavit of Title, Covenant and Warranty from the Owner in substantially the form attached hereto as Exhibit K. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the leasing of the Property, including the Lease, and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

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

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

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

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

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

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has

engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

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

5.11 Financial Statements. The Developer has provided Financial Statements (or comparable documentation, including unaudited financial statements, satisfactory to DPD in its reasonable discretion) to DPD for its most recent fiscal year.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. The Developer has provided DPD with, or has caused the Owner to provide DPD with copies of that certain phase I environmental audit completed with respect to the Property. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

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

5.16 Lease. The Developer has provided to the City a copy of the executed Lease.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. By entering into this Agreement, the City acknowledges that the Developer has, prior to the Closing Date, solicited bids from general contractors and subcontractors, and selected contractors most qualified to perform the work and complete the project within the budget and schedule for completion required. The Developer shall not be required to rebid any of the work being performed by existing contractors, except, however, for any contracts not awarded as of the date of this Agreement. In the case of all contracts to be bid after the Closing Date, the Developer shall or shall cause the General Contractor to solicit bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. The Developer has submitted copies of the Construction Contract to DPD. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements have been or shall be provided to DPD as applicable.

6.02 Construction Contract. Prior to the Closing Date, the Developer has delivered to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project.

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

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof to the extent necessary for the Developer to comply with the provisions of Section 10 hereof.

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligation.

(a) Effect of Issuance of Certificate. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement, except as otherwise provided herein, as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

(b) Continuing Obligation. Upon the issuance of a Certificate, the covenant set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder, except as otherwise provided herein.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

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

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

City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

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

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

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

(a) the Developer is a Delaware corporation organized, validly existing, and qualified to do business in Illinois;

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

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

(d) [omitted];

(e) the Developer is now and shall remain until the fifth anniversary of the Closing Date solvent and able to pay its debts as they mature;

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

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

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the

Developer is a party or by which the Developer is bound;

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

(j) prior to the receipt by DPD of the Developer's architect's written certification of the substantial completion of the Project (upon which certification the City shall be entitled to rely), the Developer shall not do any of the following without the prior written consent of DPD, which consent shall not be unreasonably withheld: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Project or the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; (6) enter into a sublease for any portion of the Property or Project (other than approximately 1,500 square feet of the northeast corner of the first floor of the Property and the entire third floor of the Property); or (7) use the Project (other than approximately 4,000 square feet of the first floor of the Property and as provided in Section 8.01(j)(6) hereof) for any purpose other than as laboratory, mechanical engineering and office space for the Developer; provided, however, that if DPD does not in writing either give or withhold its consent to any of the above-enumerated items within ten (10) business days of its receipt of the Developer's written request for such consent, then DPD's consent shall be deemed given;

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

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

(m) As of the Closing Date, the Developer is not in default with respect to the Lease.

8.02 Covenant to Redevelop. On and after the Closing Date, the Developer shall continue to redevelop the Property in accordance with this Agreement, including Section 3.01 hereof, and all Exhibits attached hereto, the TIF Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

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

8.05 [Omitted]

8.06 Job Creation and Retention; Covenant to Remain in the City.

(a) Not less than four (4) full-time equivalent, permanent jobs shall be retained by the Developer at the Project by or before the completion thereof; and the Developer shall use its best efforts to create not less than forty (40) additional full-time equivalent, permanent jobs within five (5) years of completion of the Project.

(b) The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through the fifth anniversary of the Closing Date.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. During the construction of the Project, the Developer shall deliver to the City written monthly progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

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

8.09 Prevailing Wage. For all work performed following the Closing Date and prior to the issuance of the Certificate, the Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each

craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

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

Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, as of the Closing Date, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls any interest, and no such person represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Property.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect ownership interest in the Developer or the Property.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements (or comparable documentation, including unaudited financial statements, satisfactory to DPD in its reasonable discretion) for the Developer's fiscal year ended December 31, 2002 and each December 31 thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements (or comparable documentation, satisfactory to DPD in its reasonable discretion) as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project or any fixtures that are or may become attached thereto by the Developer, which creates, may create, or appears to create a lien upon all or any portion of the Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) **Right to Contest.** The Developer has the right, before any delinquency occurs:

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

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

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

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

such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall obtain all consents and signatures from the Owner that are necessary to record and file this Agreement. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record. The City acknowledges, for the benefit of the Owner, that this Agreement shall be recorded and filed against the Property only with respect to and to the extent of the Developer's leasehold interest in the Property pursuant to the Lease and shall not constitute a lien against or interest in the Owner's fee interest in or title to the Property. The City and the Owner shall enter into a Consent and Acknowledgment to and of the recording of this Agreement in substantially the form attached hereto as Exhibit Q and may, if agreed to by both the City and the Owner, record such Consent and Acknowledgment in the conveyance and real property records of the county in which the Project is located.

8.19 Governmental Charges.

(a) Governmental Charges.

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

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such

manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

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

(iv) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Project during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

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

8.20 [Omitted]

8.21 [Omitted]

8.22 Public Benefits Program. The Developer shall, beginning in the second year of the Term of this Agreement, undertake a public benefits program as described on Exhibit N. On a semi-annual basis, the Developer shall provide the City with a status report describing in sufficient detail the Developer's compliance with the public benefits program.

8.23 [Omitted]

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

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of

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

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

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

10.03. The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 25 percent by MBEs.
- ii. At least 5 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

(g) During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD, including the following: (i) subcontractor's activity

report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

10.04 Contracts. Nothing in Section 10 of this Agreement shall require the Developer or its General Contractor, contractors, subcontractors, or any other party performing work at or on the project as of the Closing Date to terminate, modify or amend any contract for work at or on the Project or the Property entered into prior to the Closing Date, except to the extent necessary for the Developer to comply with the provisions of Section 10 hereof.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Owner has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

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

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

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

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

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

(iv) Railroad Protective Liability Insurance

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

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

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

(vii) Valuable Papers Insurance

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

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Project. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Project. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

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

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

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

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

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

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

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

provided, however, that Developer shall have no obligation to an Indemnitee arising from the gross negligence or the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to

the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

14.02 Inspection Rights. During the first five years of the Term of this Agreement, upon three (3) business days' notice, any authorized representative of DPD shall have access to all portions of the Project and the Property during normal business hours for purposes of determining the Developer's compliance with the terms and conditions hereof, subject to the Developer's right to protect its intellectual property, trade secrets and trade practices, and provided, however, that such access shall not unreasonably interfere with the Developer's business operations.

The City agrees to maintain as confidential, and cause any such authorized representative of DPD to maintain as confidential, any Confidential Information (as defined in Exhibit F hereto) which may be received from the Developer pursuant to the exercise by the City of its rights under this Section 14.02; provided that any such Confidential Information may be disclosed to any person as requested pursuant to or as required by applicable law, regulation or legal process, including but not limited to any federal and/or state freedom of information acts. DPD shall give the Developer prompt written notice of any request or claim for access to any Confidential Information which may be received from the Developer pursuant to the exercise by the City of its rights under this Section 14.02 of which DPD is aware. The Developer may, as a condition to permitting an authorized representative of DPD access to the Project and the Property as required by this Section 14.02, require such representative to sign a non-disclosure agreement, which shall be substantially in the form attached hereto as Exhibit F.

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

(h) the occurrence of an event of default under the applicable documentation regarding the Owner Contribution, if any, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

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

(k) notwithstanding Section 4.09 hereof, prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City.

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

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

SECTION 16. LIENING OF THE PROJECT

All liens securing moneys owed or other security interests in place as of the date hereof with respect to the Lease, the Project or any portion thereof or any fixtures thereon or therein are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with the Owner Contribution) and are referred to herein as the "Existing Liens." Any security agreement that the Developer may hereafter elect to execute and/or record or permit to be recorded against the Lease, the Project or any portion thereof or any fixtures thereon or therein is referred to herein as a "New Lien". Any New Lien that the Developer may hereafter elect to execute and record or permit to be recorded against the Lease, the Project or any portion thereof or any fixtures thereon or therein, after having given ten (10) days advance written notice to the City of its intent to do so, is referred to herein as a "Permitted Lien." Upon request, the Developer shall provide the City with copies of all documents related to a Permitted Lien. For purposes of this Section 16, "fixtures" shall not include trade fixtures, personal property or equipment. It is hereby agreed by and between the City and the Developer as follows:

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

(b) In the event that any secured party shall succeed to the Developer's interest in the Lease, the Project or any portion thereof or any fixtures thereon or therein pursuant to the exercise of remedies under an Existing Lien or a Permitted Lien, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such secured party under a Permitted Lien or an Existing Lien does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

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


SECTION 17. NOTICE

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

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

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

If to the Developer: NanoInk, Inc.
1335 West Randolph Street
Chicago, Illinois 60607

With Copies To: Jay A. Gitles


and: Randolph Adventures, Inc.
1640 West Hubbard Street
Chicago, Illinois 60622

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

SECTION 18. MISCELLANEOUS

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

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

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

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

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

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the

exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

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

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

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

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

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

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

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

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Governmental Charges) and 8.24 (Survival of Covenants) hereof, for the Term of the Agreement, except as otherwise provided herein. The Developer consents to the City's sale,

transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

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

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

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

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses,

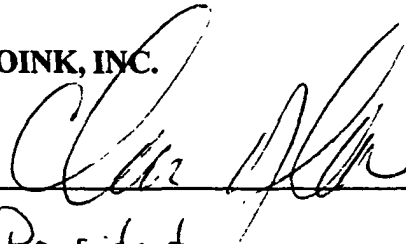
whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgement collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

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

NANOINK, INC.

By: 
Its: President

CITY OF CHICAGO

By: _____
_____,
Commissioner,
Department of Planning and Development

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

NANOINK, INC.

By: _____

Its: _____

CITY OF CHICAGO

By: *Alicia Novak Bero* *ix*
ALICIA NOVAK BERO,
Commissioner,
Department of Planning and Development

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

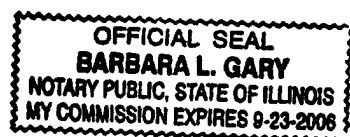
I, Barbara L. Gary, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Accalora, personally known to me to be the President of NanoInk, Inc., a Delaware corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

2003. GIVEN under my hand and official seal this 1 day of July,

Barbara L. Gary
Notary Public

My Commission Expires 9/26/03

(SEAL)



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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

GIVEN under my hand and official seal this 15th day of JULY, 2003.

Michael L. Gaynor
Notary Public

My Commission Expires 6/12/04



EXHIBIT A
REDEVELOPMENT AREA

Exhibit "C".
(To Ordinance)

Legal Description Of The Area.

A tract of land comprised of parts of the southeast and southwest quarters of Section 1. Part of the southeast quarter of Section 2, parts of the northeast and southeast quarters of Section 11 and parts of the northeast, northwest, southeast and southwest quarters of Section 12, all in Township 39 North, Range 13 East of the Third Principal Meridian, together with parts of the northeast, northwest, southeast and southwest quarters of Section 7, parts of the northeast, northwest, southeast and southwest quarters of Section 8 and parts of the northwest and southwest quarters of Section 9, all in Township 39 North, Range 14 East of the Third Principal Meridian, which tract of land is more particularly described as follows:

beginning at the intersection of the west line of North Union Avenue with the north line of West Lake Street, in Section 9 aforesaid; thence west along said north line of West Lake Street to the west line of North Peoria Street; thence south along said west line of North Peoria Street to the north line of West Washington Street; thence west along said north line to the east line of North Carpenter Street; thence north along said east line, and said east line extended north, crossing West Randolph Street as widened, to an intersection with the eastward extension of the north line of said widened street; thence west along said eastward extension and along said north line and said north line extended west, crossing said North Carpenter Street, North Aberdeen Street and North May Street, to an intersection with the northward extension of the west line of said North May Street; thence south along said northward extension, and along said west line and said west line extended south, crossing said West Randolph Street and the 14.5 foot wide east/west alleys in the subdivision of Blocks 44 and 45 of Carpenter's Addition to Chicago, to the south line of the south alley; thence west along said south line and along said south line extended west, to the east line of North Racine Avenue; thence south along said east line to an intersection with the eastward extension of the aforementioned north line of West Washington Boulevard; thence west along said eastward extension and along the north line, and said north line extended west, crossing said North Racine Avenue, to the east line of North Willard Court; thence north along said east line to an intersection with the eastward extension of the south line of the 15 foot wide east/west alley in S.S. Hayes Subdivision of Block 1 in Wright's Addition to Chicago; thence west along said eastward extension and along said south line to an intersection with the southward extension of the east line of North Elizabeth Street; thence north along said southward extension, and along said east

line, crossing said 15 foot wide alley, to an intersection with the eastward extension of the south line of the 20 foot wide east/west alley in the Assessor's Division of parts of Blocks 4 and 5 in Wright's Addition to Chicago; thence west along said eastward extension, and along said south line, crossing North Elizabeth Street aforesaid, to the east line of North Ada Street; thence south along said east line to an intersection with the eastward extension of the south line of the 18 foot wide east/west alley in Malcom McNeil's Subdivision of Blocks 6, 7 and 8 of Wright's Addition, aforesaid; thence west along said eastward extension and along said south line, to the east line of North Loomis Street; thence south along said east line to an intersection with the eastward extension of the south line of the 10 foot wide east/west alley lying north of and adjacent to Lots 16 through 19, inclusive, in Union Park Addition to Chicago, a subdivision of Lots 5 and 6 in the Circuit Court Partition of the southwest quarter of Section 8 aforesaid; thence west along said eastward extension, and along said south line and said south line extended west, crossing North Loomis Street and the 16 foot wide north/south alley in Union Park Addition, to an intersection with the southwestward extension of the northwesterly line of the 18 foot wide southwest/northeast alley southeasterly of and adjacent to Lots 1 through 6 in Webster's Subdivision of Lots 6 through 15, inclusive, of Block 2 of Union Park Addition; thence northeasterly along said southwestward extension and along said northwesterly line, to the northeasterly corner of Lot 1 in said subdivision; thence northwesterly along the northeasterly line of said Lot 1 and along said line extended northwesterly, crossing North Ogden Avenue, to the northwesterly line of said avenue; thence northeasterly along said northwesterly line, to the southwesterly line of West Randolph Street; thence northwesterly along said southwesterly line to the south line of West Lake Street; thence west along said south line to the east line of North Ashland Avenue as widened; thence westerly, crossing said avenue as widened, and passing into Section 7 aforesaid, to the intersection of the present west line of said avenue with the south line of West Lake Street as widened; thence west along said south line, and along said south line extended west, crossing the 14 foot wide vacated north/south alley in Taylor's Subdivision of Lots 1, 2 and 3 in Block 49 of the Canal Trustees' Subdivision of Section 7, North Paulina Street and North Hermitage Avenue, to an intersection with the west line of said avenue; thence north along said west line to the south line of West Lake Street; thence west along said south line, and said south line extended west, crossing North Wood Street, North Wolcott Avenue, North Damen Avenue, North Hoyne Avenue, North Leavitt Street and North Oakley Boulevard, to the east line of North Western Avenue as widened; thence westerly, passing into Section 12 aforesaid, to the intersection of the present west line of North Western Avenue with the south line of West Lake Street; thence west along south line, crossing the 16 foot wide north/south alley in the subdivision of the north half of Block 4 of Morgan's Subdivision of that part north of West Washington Street of the east

33.81 acres of the south half of the southeast quarter of Section 12, aforesaid, to the east line of North Campbell Avenue; thence south along said east line, and said east line extended south, to an intersection with the eastward extension of the south line of West Maypole Avenue; thence west along said eastward extension, and along said south line, to the west line of Lot 5 in Mary A. Morgan's Resubdivision of Lots 7 to 10 in the subdivision of the west half of Block 2 of James Morgan's Subdivision; thence north along a northward extension of said west line of Lot 5 to the south line of West Maypole Avenue; thence west along said south line, crossing railroad land, to an intersection with a line drawn parallel with, and 25 feet east from, the east line of North Talman Avenue; thence south along said parallel line crossing West Washington Boulevard, to the north line of the plat of subdivision of 4 acres in the south half of the southeast quarter of Section 12; thence west along said north line to the aforementioned east line of North Talman Avenue; thence north along said east line, and said east line extended north, crossing said West Washington Boulevard, to an intersection with the eastward extension of the south line of West Maypole Street; thence west along said eastward extension, and along said south line and said south line extended west, crossing the 16 foot wide alley in Mary Smith's Subdivision in the partition of the south half of the southeast quarter of Section 12 and North California Avenue, to the west line of said avenue; thence north along west line, to the south line of a 15 foot wide east/west alley in the subdivision of Block 16 of Lee's Subdivision of the southwest quarter of Section 12 aforesaid; thence west along said south line and along said south line extended west, crossing the 20 foot wide north/south alley in said subdivision of Block 16, North Mozart Street, and the 20 foot wide north/south alley in the west part of said subdivision, to the east line of North Francisco Avenue; thence south along said east line of North Francisco Avenue to the north line of West Washington Boulevard; thence west along said north line of West Washington Boulevard to the west line of the east half of Lot 23 in Samuel H. Wheeler's Subdivision of Block 17 in D.S. Lee's & Others Subdivision; thence north along said west line of the east half of Lot 23 in Samuel H. Wheeler's Subdivision to the south line of the 20 foot wide east/west alley lying north of and adjoining part of Samuel H. Wheeler's Subdivision and north of and adjoining part of Flint's Addition to Chicago, both being resubdivisions of part of D.S. Lee's Subdivision; thence west along said south line and along said south line extended west, crossing North Sacramento Avenue, to an intersection with the west line of said avenue; thence south along said west line to the north line of West Washington Boulevard, aforesaid; thence west along said north line and along said north line extended west, crossing North Albany Avenue and North Kedzie Avenue, and passing into Section 11 aforesaid, to an intersection with the southward extension of the west line of North Kedzie Avenue; thence north along said southward extension, and along said west line and said west line extended north, crossing the 16 foot wide east/west alley in the subdivision of Blocks

9, 10, 12, 13, 14 and parts of Blocks 11, 15 and 16 of Castles' Subdivision of the east 15 acres of the east half of the southeast quarter of said Section 11, West Maypole Avenue, the 16 foot wide east/west alley in said Block 16 of Castles' Subdivision, West Lake Street, the 16 foot wide easterly/westerly alley in Block 12 of Tyrrell, Barrett and Kerfoot's Subdivision, of the east half of the southeast quarter of Section 11 lying north of West Lake Street, West Walnut Street, the 16 foot wide east/west alley in Block 7 of said subdivision, West Fulton Street, the 20 foot wide alley in the subdivisions of the north half and the south half of Block 6 in said subdivision, West Carroll Avenue and the 20 foot wide east/west alley south of and adjoining the south line of the Chicago and Northwestern Transportation Company right-of-way, to said south line; thence east along said south line to the centerline of North Kedzie Avenue; thence north along said centerline to a point on the north right-of-way line of the Chicago and Northwestern Transportation Company; thence west along said north right-of-way line to the aforementioned west line of North Kedzie Avenue; thence north along said west line and said west line extended north, crossing the 16 foot wide east/west alley in Block 1 of Hayward's Subdivision of the southeast quarter of the southeast quarter of the northeast quarter of Section 11 aforesaid, West Franklin Boulevard, the 16 foot wide east/west alley in the subdivision of the east half of the northeast quarter of the southeast quarter of the northeast quarter of said Section 11, West Ohio Street, West Huron Street, two 16 foot wide east/west alleys in Armington's Subdivision of the northeast quarter of the northeast quarter of the northeast quarter of said section, the vacated 16 foot wide east/west alley in said subdivision, West Chicago Avenue and passing into Section 2 aforesaid, the vacated 16 foot wide east/west alley in N. T. Wright's Subdivision of Lot 4 of Superior Court Partition, the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way, and the 16 foot wide east/west alley north of said railroad right-of-way, and part of West Grand Avenue, to an intersection with the westward extension of the north line of West Walton Street; thence east along said westward extension and along said north line and said north line extended east, crossing North Kedzie Avenue and passing into Section 1 aforesaid, and crossing the 16 foot wide north/south alley in T. M. Oviatt's Subdivision of Lots 44 to 52 inclusive, in McIlroy's Subdivision, to the west line of North Sacramento Boulevard; thence south along a southward extension of said west line, to an intersection with the north line of Lots 53 to 57 in said McIlroy's Subdivision; thence east along the eastward extension of said north line to the east line of North Sacramento Boulevard; thence south along said east line and said east line extended south, crossing West Walton Street and the 16 foot wide east/west alley in Block 2 of B.B. Wiley's Subdivision of Block 8 of Clifford's Subdivision, to the northeasterly line of West Grand Avenue; thence southeasterly along said northeasterly line, and said northeasterly line extended southeasterly, crossing North Richmond Street, to the north line of West Chicago Avenue; thence east along said north line, and along said north line extended east, crossing North

EXHIBIT C

TIF-FUNDED IMPROVEMENTS

Hard Costs	<i>TIF-Funded</i>
Construction/Build-out	
Base Building	
Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 344,015
Drywall/Acoustical Ceiling	\$ 209,697
Electrical	\$ 481,548
HVAC	\$ 890,825
Plumbing	\$ 170,399
Paint	\$ 36,395
Steel	\$ 63,252
Roof	\$ 21,750
Subtotal	\$2,217,881
	\$ 505,288
Tenant Improvements (Office Space)	
Concrete Sawcutting	\$ 37,500
Concrete	\$ 7,282
Millwork	\$ 39,105
Ceramic	\$ 19,850
Carpet/Base	\$ 36,520
Glazing	\$ 50,052
Subtotal	\$ 190,309
	\$ 43,357
Construction/Build Out	
Lab	
Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 335,750
Drywall/Acoustical Ceiling	\$ 102,059
Electrical	\$ 231,888
HVAC	\$ 688,190
Plumbing	\$ 323,893
Paint	\$ 30,755
Masonry	\$ 23,500
Subtotal	\$1,736,035
	\$ 395,511
Tenant Improvements (Laboratory)	
Ceramic	\$ 4,600
Carpet/Base	\$ 41,800
Concrete Floor	\$ 24,262
Millwork	\$ 6,686
Glazing	\$ 7,590
Overhead Service Carrier Systems	\$ 36,690
Bench Pipe Enclosures	\$ 111,490
Acoustical Paneling	\$ 12,000
Subtotal	\$ 245,118
	\$ 55,844
Subtotal Hard Costs	\$4,389,343
Subtotal TIF-Funded	\$1,000,000

Note: Notwithstanding the above total of TIF-Funded Improvements, the assistance to be provided by the City is limited to an amount not to exceed \$1,000,000 or 24% of the actual total Project costs.

EXHIBIT D
REDEVELOPMENT PLAN

*Exhibit "A".
(To Ordinance)*

*Kedzie Industrial Conservation Area Tax Increment
Redevelopment Plan And Project.*

**KINZIE INDUSTRIAL CONSERVATION AREA
TAX INCREMENT REDEVELOPMENT
PLAN AND PROJECT**

1. INTRODUCTION

This document presents a Tax Increment Redevelopment Plan and Project (herein after referred to as the "Plan and Project") for the Kinzie Industrial Conservation Area located in the City of Chicago, Illinois (the "Redevelopment Project Area"). The Redevelopment Project Area lies within the area generally bounded by Walton Street, Chicago Avenue, Grand Avenue, Ohio Street and Hubbard Street on the north; Halsted Street, Union Avenue and Peoria Street on the east; Lake Street, Washington Boulevard, Randolph Street and Maypole Avenue on the south; and Kedzie Avenue on the west. The Redevelopment Project Area includes most of the Kinzie industrial corridor, portions of the Randolph Market, and a few predominately residential blocks located on the southwestern edge of the industrial corridor. The Plan and Project responds to problem conditions within the Redevelopment Project Area and reflects a commitment by the City to improve and revitalize the Redevelopment Project Area.

The vision for the Kinzie Industrial Conservation Area is that of a modern industrial and distribution center that serves the long term needs of existing industries and attracts new industrial employers. It has as its main themes the protection and enhancement of the strong concentration of industrial uses historically found in the Kinzie industrial corridor; infrastructure improvements needed to sustain the area; economic policies designed to stimulate industrial growth and expansion within the Kinzie industrial corridor, including the Fulton and Randolph Markets; and reorganization of uses along the western edges of the Redevelopment Project Area to provide better definition and separation between residential and industrial uses. This undertaking will involve upgrading the public infrastructure serving the area, enhancing the physical environment, environmental clean-up, and assembling and preparing sites for industrial development.

Tax Increment Financing

In adopting the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1 et seq.) (the "Act") the Illinois State Legislature found that

"...there exist in many municipalities within this State blighted, conservation and industrial park conservation areas; that the conservation areas are rapidly deteriorating and declining and may soon become blighted areas if their decline is not checked...It is hereby found and declared that in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken...The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas is hereby declared to be essential to the public interest."

In order to use the tax increment financing technique, a municipality must first establish that the proposed redevelopment project area meets the statutory criteria for designation as a "blighted area", a "conservation area" or an "industrial conservation area". A redevelopment plan must then be prepared which describes the development or redevelopment program to be undertaken to reduce or eliminate

those conditions which qualified the redevelopment project area as a "blighted area", "conservation area", or combination thereof, or "industrial conservation area", and thereby enhance the tax bases of the taxing districts which extend into the redevelopment project area. Redevelopment projects are defined as any public or private development projects undertaken in furtherance of the objectives of the redevelopment plan.

The legislation requires that each redevelopment plan set forth in writing the program which will be undertaken to accomplish the municipality's redevelopment objectives. The Act also states that

"No redevelopment plan shall be adopted by a municipality without findings that (1) the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably be anticipated to be developed without the adoption of the redevelopment plan, (2) the redevelopment plan and project conform to the comprehensive plan for the development of the municipality as a whole, or, for municipalities with a population of 100,000 or more, regardless of when the redevelopment plan and project was adopted, the redevelopment plan and project either: (i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authority of the municipality, or (ii) includes land uses that have been approved by the planning commission of the municipality, (3) stating the estimated dates, which shall not be more than 23 years from the adoption of the ordinance approving the redevelopment project area ... of completion of the redevelopment project and retirement of obligations incurred to finance redevelopment project costs, (4) in the case of an industrial park conservation area, also that the municipality is a labor surplus municipality and that the implementation of the redevelopment plan will reduce unemployment, create new jobs and by the provision of new facilities enhance the tax base of the taxing districts that extend into the redevelopment project area, and (5) in the event that any incremental revenues are being utilized pursuant to Section 8(a)(1) or 8(a)(2) of this Act in redevelopment project areas approved by ordinance after January 1, 1986, (a) a finding that the redevelopment project area would not reasonably be developed without the use of such incremental revenues, (b) a finding that such incremental revenues will be exclusively utilized for the development of the redevelopment project area."

Pursuant to the provisions contained in the Act, the City of Chicago has authorized an evaluation of whether a portion of Chicago commonly known as the Kinzie Industrial Corridor qualifies for designation as a "conservation area" and, if the area so qualifies, the preparation of a redevelopment plan for the redevelopment project area in accordance with the requirements of the Act.

The Kinzie Industrial Conservation Area Redevelopment Project Area

The Kinzie Industrial Conservation Area Redevelopment Project Area generally is located west of the Kennedy Expressway between Grand Avenue on the north and Lake Street on the south. The Redevelopment Project Area abuts the Near West Redevelopment Project Area on the south. The Near West Redevelopment Project Area was established by the City on June 10, 1996.

The irregularly shaped Redevelopment Project Area is generally bounded by Walton Street, Chicago Avenue, Grand Avenue, Ohio Street and Hubbard Street on the north; Halsted Street, Union Avenue and Peoria Street on the east; Lake Street, Washington Boulevard, Randolph Street and Maypole Avenue on the south; and Kedzie Avenue on the west.

The Redevelopment Project Area is approximately 1,094 acres in size and includes 3,685 contiguous parcels and public rights-of-way. Of the total number of parcels, 2,975 are improved and 710 are classified as vacant land. Three tax parcels contain condominium structures with a total of 124 units.

The Redevelopment Project Area as a whole has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan and Project. The eligibility analysis, attached hereto as Appendix B, concluded that property in this area is experiencing deterioration and disinvestment and may soon become blighted if this decline is not checked. The analysis of conditions within the Redevelopment Project Area indicates that it is appropriate for designation as a redevelopment project area in accordance with the Act.

This Plan and Project summarizes the analyses and findings of the consultant's work, which unless otherwise noted, is solely the responsibility of Camiros, Ltd. and its subconsultants. Camiros, Ltd. has prepared this Kinzie Industrial Conservation Area Redevelopment Plan and Project and the related eligibility report with the understanding that the City would rely (i) on the findings and conclusions of the Redevelopment Plan and Project and the related eligibility report in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Kinzie Industrial Conservation Area Redevelopment Plan and Project, and (ii) on the fact that Camiros, Ltd. has obtained the necessary information so that the Redevelopment Plan and Project and the related eligibility report will comply with the Act.

The Plan and Project have been formulated in accordance with the provisions of the Act. This document is a guide to all proposed public and private actions in the Redevelopment Project Area.

2. REDEVELOPMENT PROJECT AREA DESCRIPTION

The Kinzie Industrial Conservation Redevelopment Project Area is an irregularly shaped area generally bounded by Walton Street, Chicago Avenue, Grand Avenue, Ohio Street and Hubbard Street on the north; Halsted Street, Union Avenue and Peoria Street on the east; Lake Street, Washington Boulevard, Randolph Street and Maypole Avenue on the south; and Kedzie Avenue on the west.

The boundaries of the Redevelopment Project Area are shown in Figure 1. The Redevelopment Project Area is approximately 1,094 acres in size, including public rights-of-way. A legal description of the Redevelopment Project Area is included as Appendix A of this document. The Redevelopment Project Area abuts the Near West Redevelopment Project Area on the south as shown in Figure 2.

The proposed redevelopment project area includes only contiguous parcels, qualifies for designation as a "conservation area" and is not less than 1-1/2 acres in aggregate as required by the Act. The proposed Redevelopment Project Area includes only that area which is anticipated to be substantially benefited by the proposed redevelopment project improvements.

History

The industrial character of the Kinzie industrial corridor was shaped early in Chicago's history. The Galena and Chicago Union Railroad, the first railroad leading into Chicago, had laid its tracks along Kinzie Street by 1851. The Chicago & North Western followed shortly thereafter with their rail line. Rail yards remain a significant feature of the northwest section of the Kinzie industrial corridor.

In 1881, a City ordinance was adopted that established the Randolph Street Market from Des Plaines to Sangamon for farmers marketing meats, poultry, fruits, vegetables and grains. About the same time, the Fulton Street Market began to develop with meat, fish and poultry wholesalers relocating from the Union Station area.

The Kinzie Industrial Conservation Area includes all of the Kinzie industrial corridor, much of the Randolph Street Market, and a few residential and mixed use blocks on the western edge of the Redevelopment Project Area.

The Kinzie industrial corridor consists of 675 acres of land zoned primarily for manufacturing. The Kinzie industrial corridor has the largest number of firms of any of the City's designated industrial corridors. The compactness of the Kinzie industrial corridor and the concentration of small companies fosters interdependencies among firms in the area. This is especially true in the Fulton and Randolph Market areas.

The Randolph Street Market runs along both sides of Randolph Street between Halsted and Ogden. The Randolph Street Market was initially excluded from the industrial corridor because of its commercial zoning. However, because of its food distribution and market functions as well as its relation to the Fulton Street Market and wholesale distribution functions elsewhere in the Kinzie corridor, Randolph Street was viewed as a functional part of the Redevelopment Project Area.

In the past several years, a number of important planning and development initiatives have focused attention and resources on the actions needed to strengthen and sustain the Redevelopment Project Area. These efforts have included the City's Model Industrial Corridor Program; the work by the Industrial Council of Northwest Chicago (ICNC), the Greater North-Pulaski Development Corporation and Randolph Street Merchants Association to develop strategic plans for their areas of concern; and the designation of Chicago's Empowerment Zone which has brought important investment incentives to the area.

West Side industrial land use patterns have changed significantly in the last twenty-five years. Increased demand for expressway access has resulted in the reduction of land used for rail-related activities. The loss of several large industrial companies has contributed to an increase in the amount of vacant land in the corridor. Along with an increase in vacant land, the West Side has experienced conflicting land use demands. The potential for conflict between commercial, office, and residential lofts and industrial and distribution uses is particularly strong in the eastern portion of Kinzie corridor, between Ogden Avenue and the Kennedy Expressway which is directly west of the Loop.

Current Land Use and Zoning

The Kinzie industrial corridor contains predominantly industrial uses. However, the corridor is not a homogenous industrial area. Uses tend to be grouped by type and have formed a number of natural concentrations of related activities. Because of the size and configuration of the Kinzie industrial area, three subdistricts were established to facilitate presentation of mapped information. These subdistricts are shown in Figure 3. The general land use pattern within the Redevelopment Project Area is shown in Figures 4A, 4B and 4C.

The area east of Ashland Avenue (Subdistrict A) contains the Fulton and Randolph Street Markets as well as a heavy industrial district located just to the north of the Fulton Market that contains a combination of food processors, recyclers and other intensive industrial users. This area is primarily zoned for industrial and commercial uses (M2-4 and C3-5) and contains a dense mix of one and two-story buildings. A significant amount of vacant and underutilized land exists in the market area, particularly north of Fulton Market along the Chicago & North Western railroad tracks.

The Fulton and Randolph Street Markets serve as the primary wholesale districts in Chicago for all types of food products. The markets are economically active and viable. The Fulton Market is Chicago's wholesale meat and seafood market area. Randolph Market contains a variety of food product and food service distribution companies. Non-food uses that exist in the market area tend to be small manufacturers and other distribution firms, land uses that are compatible with food wholesaling and

processing. The market area has begun to experience pressure from loft converters and other non-industrial uses. Other issues facing this portion of the Redevelopment Project Area include a lack of parking; traffic congestion and conflicts between through traffic and truck loading/unloading operations; provision of public services such as street maintenance/cleaning, sidewalks and sewers; and the difficulty of obtaining low interest development financing.

The central portion of the Redevelopment Project Area (Subdistrict B), located between Ashland and Western Avenues contains the strongest concentration of industrial uses. The area is well defined by Grand Avenue on the north and Lake Street on the south. There is a substantial quantity of vacant land as well as blighted properties that could be cleared to facilitate assembly of industrial development sites. The largest area with development potential is located north of Lake Street between Ashland and Western.

Non-industrial intrusions tend to be limited to nonconforming residential uses which have been in existence for decades, and commercial uses along Lake Street and Grand Avenue. Key issues facing this portion of the Redevelopment Project Area involve industrial infill and protection and include efficient utilization of available industrial land; infrastructure improvements and the redevelopment of brownfield sites.

The west end of the corridor (Subdistrict C) is anchored by the Metra rail yards. These yards are used to service and store passenger coaches for the commuter rail industry. This area also contains other large employers. This portion of the Redevelopment Project Area also contains scattered development opportunities, including a relatively large underutilized site in the vicinity of Sacramento and Carroll.

The far western portion of the Redevelopment Project Area lacks the cohesive land use pattern found elsewhere in the corridor. Industrial land uses and zoning districts tend to exist as fingers which extend into otherwise residential areas. The need for better definition of the land use pattern and edges is obvious. This area contains a few areas which are currently zoned for manufacturing that appear to be more appropriate for residential uses. The rezoning and eventual redevelopment as residential would allow consolidation of industrial uses within more logical industrial district boundaries and provide for unified residential neighborhoods that are not disrupted by marginal industrial uses.

Although most of the portion of Grand Avenue included within the Redevelopment Project Area is zoned for industrial use, the area has evolved into a classic commercial strip. The proposed Redevelopment Project Area boundaries extend north of Grand Avenue between North Washtenaw Avenue and North Kedzie Avenue. This area includes a number of industrial uses that are isolated from the rest of the Kinzie Industrial Corridor.

The current zoning of the Redevelopment Project Area is shown in Figures 5A, 5B and 5C. A Planned Manufacturing District (PMD) is being considered for the central portions of the Redevelopment Project Area. The PMD is intended to protect the area from non-industrial encroachment. The proposed boundaries for the Kinzie Industrial Corridor PMD are shown in Figure 6.

The Kinzie industrial corridor includes about 515 industrial firms employing approximately 16,600 workers. Companies in the corridor tend to be smaller than in other West Side industrial areas with an average firm size of 32 employees. Industrial sectors which are found in major concentrations in the corridor as reflected in the number of firms include fabricated metal products, wholesale trade/non-durable goods, and wholesale trade/durable goods.

Surrounding Land Use

The industrial land use concentration found within the Redevelopment Project Area is part of a larger West Side land use pattern. The land uses in much of the surrounding area have been in existence for decades. Other areas have experienced significant change in the last decade.

East of Ogden Avenue, the Redevelopment Project Area is surrounded by a mix of office, industrial, restaurant and residential loft conversions. Redevelopment interest in the West Loop area continues to be strong, especially along West Madison Street which lies a few blocks to the south of the Redevelopment Project Area. The development activity in the surrounding areas represents a continuation of a series of recent urban neighborhood revitalizations occurring in Lincoln Park, the Clybourn Corridor, Dearborn Park, River North and the Cabrini-Green area. These trends have had obvious benefits for Chicago. However, the popularity of certain neighborhoods has also resulted in negative impacts such as industrial/residential conflicts and parking shortages for which there are no easy solutions.

To the west of Ogden Avenue, residential neighborhoods surround the Redevelopment Project Area on the north, west and south. Humboldt Park is located a few blocks to the north along Sacramento Boulevard. The Henry Horner public housing complex forms the southern boundary of the Redevelopment Project Area along Lake Street. The United Center is located at Madison Street and Damen Avenue, a few blocks to the south of the Redevelopment Project Area. Other major institutional uses located just to the south include Malcolm X College, Whitney Young High School, the Chicago Police training center and the new 911 emergency center. Further to the south, across the Eisenhower Expressway, land uses include the University of Illinois Chicago campus, and a major medical complex that includes Cook County Hospital and a number of other facilities.

Access

Industrial development on Chicago's West Side has always been closely tied to the City's transportation systems. The expansion of railroads in the 1860s gave rise to the Kinzie industrial corridor and other industrial concentrations along the railroad. The extension of the Lake Street elevated line allowed workers to get to jobs in the industrial corridor, and the construction of the Eisenhower and Kennedy Expressways on the periphery of the Kinzie industrial corridor continued to provide access as trucking replaced railroads as the primary industrial transportation mode.

The area has excellent access to major transportation routes. Commuters and trucks can easily access the Eisenhower (I-290) and Kennedy (I-90/94) Expressways. Two METRA passenger lines serve the area. Freight service and connections to intermodal terminals are provided to the Redevelopment Project Area along Kinzie Street. The newly reconstructed Chicago Transit Authority (CTA) Elevated Lake Street "Green Line" Rapid Transit provides passenger service east to the Loop, south to Englewood and west to Oak Park. The CTA also connects the area through a network of surface bus lines.

Truck traffic can access the Eisenhower Expressway (I-290), one mile south at Sacramento Boulevard and California, Ashland and Western Avenues. The main access to the Kennedy/Dan Ryan Expressway (I-90/94) is via Lake Street, Ogden Avenue or Randolph Street.

The Chicago & North Western Transportation Company provides rail freight service to the entire corridor along Kinzie Street. East of and parallel to Talman Street, the Chicago & North Western railroad runs south connecting the Kinzie industrial corridor with the Chicago & North Western intermodal terminals at 14th Street and Western Avenue.

The City of Chicago invested \$2.6 million in infrastructure improvements in the area and on adjacent truck routes between 1990 and 1994. Work included street resurfacing, viaduct lighting and viaduct

clearance improvements. Nearly \$6 million was included in the 1995 Capital Improvement Budget for additional industrial street and viaduct improvements, and an additional \$9.4 million was identified for future project funding.

Despite the availability of public transportation and the recent street improvements, parking for clients and employees is a significant problem in many areas of the corridor. In a pilot project on Carroll Street, space normally dedicated to sidewalk was used for the construction of diagonal parking, which substantially increased the parking supply in this area.

3. ELIGIBILITY OF THE PROJECT AREA FOR DESIGNATION AS A CONSERVATION AREA

The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Based on the conditions present, the area is not likely to be developed without the adoption of the redevelopment plan and project.

Between September 1996 and August 1997, several studies were undertaken to establish whether the proposed redevelopment project area is eligible for designation as a conservation area in accordance with the requirements of the Act. This analysis concluded that the area qualifies as a conservation area under the Act, and contains certain areas with its boundaries that also qualify as blighted under the Act.

Ninety percent of the buildings within the Redevelopment Project Area are more than 35 years old, substantially more than the 50% of buildings over 35 years age required under the Act for designation as a conservation area. Once the age requirement has been met, the presence of three of 14 conditions is required for designation of improved property as a conservation area. Of the 14 factors cited in the Act for improved property, 11 factors are present within the Redevelopment Project Area. The following conditions were found to be present:

- Deleterious land use or layout (major)
- Depreciation of physical maintenance (major)
- Obsolescence (major)
- Excessive land coverage (limited)
- Abandonment (limited)
- Deterioration (limited)
- Dilapidation (limited)
- Excessive vacancies (limited)
- Lack of community planning (major)
- Presence of structures below minimum code standards (major)
- Inadequate utilities (limited)

Five of these conditions are present to a major extent within the Redevelopment Project Area. Six indicators are present to a limited extent. These factors are reasonably distributed throughout the Redevelopment Project Area.

Because many blocks contain a mix of improved and vacant property, the eligibility analysis also considered blighting factors which pertain to vacant land. Of the 225 tax blocks within the Redevelopment Project Area, 26 contained a majority of vacant parcels. Vacant land within the

Redevelopment Project Area was found to qualify as "blighted" based on the presence of the following factors:

- Deterioration of structures or site improvements in neighboring areas
- Diversity of ownership
- Obsolete platting
- Tax or special assessment delinquencies
- Presence of unused disposal sites

The specific basis upon which eligibility for designation as a conservation area was established is presented in the Kinzie Industrial Conservation Redevelopment Project Area Eligibility Report which is presented as Appendix B of this document.

Need for Public Intervention

Redevelopment of property within the Redevelopment Project Area is not likely to occur without public intervention for a variety of reasons, including environmental contamination which has hindered development of vacant industrial sites and the adverse impact of Cook County's tax structure on industrial land uses.

"Brownfield" sites are properties which are abandoned or idle because of the presence or suspected presence of chemical or environmental contamination. Most of the major industrial park or multiple user sites remaining in the City boundaries have, or are suspected of having, chemical or environmental contamination. This includes a number of sites within the Redevelopment Project Area. As a result of concerns over "brownfields," Chicago continually forfeits opportunities to retain businesses and attract new industries.

Although equalized values in the Redevelopment Project Area grew at roughly the same rate as the Chicago overall, this growth rate has not kept pace with the industrial potential of the area given its prime location. An analysis of market conditions and trends in the Chicago metropolitan area indicated that of the more than 24 million square feet of industrial built-to-suit space constructed in the Chicago metropolitan area between 1990 and 1995, less than three percent was built in the City of Chicago.

Over the past five years, building permit activity within the corridor has averaged approximately \$8 million per year. However, this total represents a relatively small percentage of the construction activity of the four community areas that include portions of the Kinzie industrial corridor. Between 1993 and 1997, the Redevelopment Project Area accounted for less than 7% of the new construction occurring in the surrounding area.

Among the deterrents to industrial development within the Kinzie industrial corridor as well as in the City's other industrial areas are:

- Lack of large sites (6-7+ acres) that can accommodate 150,000+ square foot facilities.
- Congestion common to inner city locations.
- The "high cost of doing business in the city" including the comparatively high real estate tax burden in Cook County for commercial and industrial property.

- Industrial areas that lack the attractiveness of suburban business parks.

Adoption of the Plan and Project is needed to address these and other conditions that have limited industrial development in the area and that, if left unchecked, threaten to lead to disinvestment and deterioration. Such action will allow the Redevelopment Project Area to develop its potential as a prime industrial corridor.

4. COMMUNITY PLANNING OBJECTIVES/REDEVELOPMENT PLAN GOALS AND OBJECTIVES

The proposed Plan and Project is consistent with the City plans for the area. The land uses conform to those approved by the Chicago Planning Commission and current zoning for the area.

Chicago's industrial policy is articulated in a series of reports (*Corridors of Industrial Opportunity*) which address the opportunities and needs of industrial concentrations on the north, west and south sides of Chicago. The City's industrial land use policy sets forth a strategy for industrial development that is uniquely urban. It recognizes that the growth of Chicago's economic base will take place in built environments, and will be driven largely by the expansion and modernization of existing companies.

In 1991, the City released the *Corridors of Industrial Opportunity: A Plan for industry in Chicago's West Side*. This document was revised in March 1992, and forms the basis of the City's industrial land use policy for the Kinzie industrial corridor which is the largest industrial concentration on the West Side.

Chicago's industrial corridors are defined as areas of predominantly manufacturing zoned land in which there is a predominance of industrial uses; a high degree of contiguity of industrial uses; a limited history of conversions; and the size and shape of the land, access to transportation, relationship to surrounding uses, local circulation patterns and other characteristics lead to a reasonable expectation for new industrial development.

The Kinzie industrial corridor has the largest number of industrial firms of any of Chicago's industrial corridors. Although 10th in acreage, it is the second largest concentration of industrial employment. As noted previously, the Redevelopment Project Area includes most of the area designated by the City as the Kinzie industrial corridor. Consequently, the City's industrial policies are particularly applicable to the planning objectives for the Redevelopment Project Area.

The City's industrial land use strategy is to reinvest in industrial areas through a series of policies which link existing programs and new initiatives in a corridor-targeted approach. The City's approach recognizes that industrial corridors must be served by a well-maintained infrastructure that accommodates modern production and transportation. They must be safe places where employees feel secure and companies do not hesitate to entertain customers. Industrial corridors must also be provided with physical amenities, such as attractive streetscapes, trees, signage and gateways, too often overlooked in economic development. Chicago is committed to modernizing and expanding industrial space available for development in the Kinzie industrial corridor as well as its other industrial concentrations.

Creating and preserving well-paying jobs for Chicago residents is one of the City's primary economic development goals. A strong manufacturing sector is critical to the diversified economy that Chicago seeks to maintain. The City's industrial land use policy is designed to foster the expansion and

modernization of Chicago's industrial companies by enhancing the physical environments in which they operate. This effort relies on two main strategies that are described below:

- Create accessible and attractive environments throughout the City's industrial corridors by providing efficient access to major transportation links and smooth internal traffic circulation; strengthening the physical identity of corridors and providing a range of amenities that companies expect to find in a contemporary industrial park environment; and facilitating the development of underutilized industrial corridor properties.

- Assure stable land use within the corridors through improved zoning and land use regulation by requiring that proposals for non-industrial development in industrial corridors undergo full review through the planned development process; giving full consideration to the operational needs of existing industries when reviewing proposals to rezone property near industrial corridors; and updating the existing zoning standards for manufacturing districts to bring them in line with the needs of modern industrial development.

Building upon these overarching strategies the City established a Model Industrial Corridor Program which has as its goals the creation of industrial corridors that are: safe, functional, accessible, competitive, marketable, attractive and manageable. The designation of the Redevelopment Project Area continues the City's efforts to strengthen the economic viability and property tax base that this area represents.

The Redevelopment Plan and Project will enhance the City's ability to achieve a number of long-standing goals and community planning objectives for the area.

Redevelopment Plan Goals and Objectives

The overall goals of the Kinzie Industrial Conservation Area Redevelopment Plan and Project are to:

- Create a competitive, accessible, safe, and attractive industrial environment that builds upon existing infrastructure assets.
 - Promote industrial growth and investment in the Kinzie industrial corridor in order to reverse deterioration that may otherwise result in the area becoming blighted.
 - Protect existing industrial concentrations, including the Fulton and Randolph Street Markets, from encroachments by incompatible land uses.
 - Recycle brownfields into marketable property available for industrial development.
 - Enhance the tax base of the area.
 - Employ residents within and surrounding the Redevelopment Project Area in jobs in the Redevelopment Project Area and in adjacent redevelopment project areas.
- The following objectives have been established in furtherance of these goals:
- Stimulate private investment in order to facilitate industrial development that produces jobs for Chicago residents.

- Strengthen linkages between companies and job training/placement agencies and continue to target local residents for workforce development initiatives.
- Establish job readiness and job training programs to provide residents within and surrounding the Redevelopment Project Area with the skills necessary to secure jobs in the Redevelopment Project Area and in adjacent redevelopment project areas.
- Secure commitments from employers in the Redevelopment Project Area and adjacent redevelopment project areas to interview graduates of the Redevelopment Project Area's job readiness and job training programs.
- Foster employee training and the attraction of employees from adjacent neighborhoods.
- Preserve the industrial character of the Redevelopment Project Area and redevelop available sites for industrial uses.
- Accommodate a range of industrial and business uses.
- Encourage the rehabilitation and modernization of industrial buildings in order to retain existing employers and attract new industrial users to the Redevelopment Project Area.
- Assemble under-utilized, obsolete and deteriorated property to create industrial sites that meet contemporary industrial development standards for existing business expansion and new development.
- Prepare brownfield sites for redevelopment through acquisition, screening, demolition and clearance, and site preparation.
- Eliminate blighting conditions such as abandoned buildings, deleterious land uses and poorly maintained property within the Redevelopment Project Area.
- Recycle marginal industrial sites into appropriate alternative uses.
- Protect and enhance the area generally bounded by Lake, Western, Fulton and Ashland as the "Kinzie Business Park" and encourage its future development as a modern industrial and business park through the creation of a model industrial improvement district.
- Protect the historic food wholesaling and production function of the Fulton/Randolph Market area, including the assembly of obsolete industrial buildings for redevelopment as modern market facilities.
- Assure stable industrial land use through improved zoning and land use regulation.
- Provide the public infrastructure needed to accommodate modern production facilities, distribution centers and transportation hubs.
- Target capital improvement dollars to projects that insure that utility improvements are undertaken to provide the capacity needed to serve existing, new and expanding industrial users; upgraded viaducts have adequate clearances; streets are rebuilt to industrial standards; and sufficient parking is available to meet the needs of the area.

- Coordinate capital improvement expenditures to enhance the physical environment and improve public infrastructure.
- Provide efficient access to major transportation links and smooth internal traffic circulation.
- Cul-de-sac local streets, as needed, to minimize through traffic and focus infrastructure improvements.
- Increase off-street parking and truck storage areas accessible to various parts of the Redevelopment Project Area.
- Direct future funding resources to infrastructure improvements which help to stabilize and enhance industrial activities.
- Provide an industrial street pattern that provides access, separation from incompatible land uses, and the ability to control security.
- Improve access to the corridor from the Kennedy Expressway, internal access within the corridor, and alleviate congestion within the corridor by increasing the vertical clearances of viaducts where necessary.
- Improve expressway feeder arterials with signage, viaduct clearances and roadway geometry designs to assure easy access to the Kinzie Industrial Center and the Fulton and Randolph Markets.
- Improve the condition of and access to commuter rail stations.
- Consider reconfiguration of the Green Line station at Lake and Damen to enhance access to the Kinzie Industrial Center, adjacent residential neighborhood and the United Center.
- Strengthen the physical identity of the Redevelopment Project Area and provide a range of amenities that companies expect to find in a contemporary industrial park environment.
- Better secure the physical environment in order to prevent vandalism and protect property, employees and customers from theft and other crimes.
- Encourage the protection and expansion of viable industry, while facilitating residential neighborhood redevelopment in marginal industrial areas on the western edge of the Redevelopment Project Area.
- Enhance the tax base of the City and other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in new construction and rehabilitation.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

The City's goals and objectives of encouraging development and private investment will be realized through a number of actions including, but not limited to:

- Implementing a plan that addresses redevelopment costs including land assembly, environmental remediation, relocation, site improvements, and other activities that may be needed to encourage significant new industrial development in the Redevelopment Project Area.
- Improving public facilities that may include, but are not limited to water and sewer replacement and expansion, increasing viaduct clearances, roadway improvements, cul-de-sacs, signalization and streetscape enhancement.
- Working with Redevelopment Project Area employers, local community organizations and residents to provide job readiness and job training programs that meet employer's hiring needs.
- Entering into redevelopment agreements and by exercising other powers set forth in the Act as the City of Chicago deems necessary in order to implement the Plan and Project.

5. REDEVELOPMENT PLAN

The City proposes to achieve its redevelopment goals and objectives for the Redevelopment Project Area through the use of public financing techniques, including tax increment financing, and by undertaking some or all of the following actions:

1. Assembling sites for redevelopment through appropriate land assembly techniques. The City may determine that it is necessary to participate in property acquisition or may use other means to induce transfer of such property to a private developer.
2. Providing relocation assistance as needed to facilitate new development within the Redevelopment Project Area.
3. Providing public improvements and facilities that may include, but are not limited to utilities, viaduct improvements, signalization, parking and surface right-of-way improvements, and streetscape enhancements.
4. Entering into redevelopment agreements for the rehabilitation or construction of allowable private improvements in accordance with the Plan and Project.
5. Providing job training and readiness programs as allowed under the Act.
6. Incurring or reimbursing redevelopers for other eligible redevelopment project costs as provided in the Act.
7. Incurring other eligible redevelopment project costs allowed under the Act in implementing the Plan and Project.

REDEVELOPMENT PROJECT DESCRIPTION

As land use has changed, so has the nature of industrial operations. The current market is seeking modern industrial park settings that can accommodate a variety of industrial requirements. These parks offer amenities that cannot be easily duplicated by individual firms. Among the advantages offered by industrial parks are shared services such as security and waste disposal, controlled access, flexible site plans, landscaped sites and unified management.

Chicago's extensive road and air network has eased the transition from rail to other means of transport. Major truck routes connect the West Side industrial corridors to each other as well as to the regional and national highway system. The railroad network, though not as extensive as a century ago, still serves specialized transportation needs.

The Kinzie Industrial Conservation Area Redevelopment Plan and Project is intended to strengthen the Kinzie Industrial Corridor and to undertake the infrastructure improvements needed to keep this important industrial area vital into the 21st century.

Substantial public and private investments will be required to enhance and transform the area from one that is experiencing disinvestment, particularly in its western fringe areas, into an industrial area that not only meets the needs of existing industrial users but also attracts new private industrial investment to the area. Public/private investments will benefit from CTA's renovated Green Line, the transit-oriented development that is expected to occur around the El stations, and the redevelopment of the Henry Horner Homes into a mixed income community.

The Redevelopment Plan and Project will be implemented for the benefit of the entire community. Industrial retention, expansion and attraction will be the foundation for growth. The attraction of new jobs and industrial investment may have benefits that extend beyond the boundaries of the Redevelopment Project Area by providing a catalyst for the revitalization of the surrounding residential neighborhoods. Workforce development, job placement and school-to-work programs are examples of ongoing efforts that are expected to continue to create closer links between industrial companies and the residential neighborhoods that surround the Redevelopment Project Area.

Implementation of the Redevelopment Plan and Project is intended to reinforce the historic strength and character of the Redevelopment Project Area. Redevelopment activities are expected to focus on industrial infrastructure improvements and facilitate industrial expansion.

The redevelopment plan envisions public and private actions needed to create a modern urban industrial park along Lake Street between Ashland and Western Avenue, upgrade industrial infrastructure, and encourage the redevelopment of marginal uses within the Redevelopment Project Area.

The use of incremental tax revenues to support residential development is expected to be limited to the far western portion of the Redevelopment Project Area, where opportunities exist to build cohesive residential neighborhoods. The City requires that developers who receive TIF assistance for market rate housing set aside 20% of the units (or commit to an alternative affordable housing option pursuant to the

Department of Housing Guidelines) to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 120 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 80% of the area median income.

An important component of the Plan and Project is the transformation of environmentally contaminated sites (brownfields) into marketable industrial development sites. The City has requested Section 108 loan guarantee funds from the U. S. Department of Housing and Urban Development to be used to perform acquisition, screening, demolition and clearance and site preparation on targeted contaminated sites. While proceeds from the sale of clean sites is expected to cover the costs of environmental cleanup for most sites, it is expected that incremental tax revenues will also be needed for certain projects.

In order to stimulate private investment in the redevelopment project area, some or all of the following activities and actions may be undertaken.

Development Strategies/Redevelopment Activities

Site Assembly

To achieve the renewal of the Redevelopment Project Area, property identified in the Redevelopment Project Area may be acquired by purchase or long term lease and either sold or leased for private redevelopment or sold, leased or dedicated for construction of public improvements. Site assembly by the City may also be by exchange, donation, or eminent domain.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary and otherwise required procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City of Chicago.

Analysis, Professional Services and Administrative Activities

The City may undertake or engage professional consultants, engineers, architects, attorneys, and others to conduct various analyses, studies, administrative or legal services to establish, implement and manage this Redevelopment Plan and Project.

Provision of Public Improvements and Facilities

Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to viaduct clearance improvements, upgrading streets to industrial standards, signalization improvements, provision of streetscape and industrial park amenities, parking improvements and utility improvements.

Relocation Costs

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area, and to meet other City objectives for the area.

Job Readiness/Training

To the extent allowable under the Act, job training costs may be directed toward training activities designed to enhance the competitive advantages of the area and to attract additional employers to the Redevelopment Project Area who will provide jobs for Chicago residents.

Redevelopment Agreements

Terms of redevelopment as part of this redevelopment project may be incorporated in appropriate redevelopment agreements. For example, the City may agree to reimburse a redeveloper for incurring certain eligible redevelopment project costs under the Act. Such agreements may contain more specific controls than those stated in this Redevelopment Plan.

Financing Costs Pursuant to the Act

Interest on any obligations issued under the Act accruing during the estimated period of construction of the redevelopment project and other financing costs may be paid from the incremental tax revenues pursuant to the provisions of the Act.

Interest Costs Pursuant to the Act

Pursuant to the Act, the City may allocate a portion of the incremental tax revenues to pay or reimburse developers for interest costs incurred in connection with redevelopment activities in order to enhance the redevelopment potential of the Redevelopment Project Area.

7. GENERAL LAND USE PLAN AND MAP

The land uses proposed in the Kinzie Industrial Conservation Area Redevelopment Plan and Project conform to the land uses approved by the Chicago Planning Commission. In addition to the underlying zoning districts, the designation of a Planned Manufacturing District (PMD) covering a portion of the Redevelopment Project Area, is also being considered. The PMD is expected to be the primary tool for protecting existing industrial uses and facilitating industrial infill development in the central portions of the Redevelopment Project Area. This zoning tool is designed to protect industrial areas from outside development pressures from residential and commercial uses. It recognizes the importance of location for a variety of users and the reality that non-industrial users can often outbid industrial users for land.

The General Land Use Plan, Figure 8, identifies land uses expected to result from implementation of the Kinzie Industrial Conservation Area Redevelopment Plan and Project. The land use plan is intended to provide a guide for future land use improvements and developments within the Redevelopment Project Area. The major land use category included within the Redevelopment Project Area is industrial. Other land uses are allowed to varying degrees within each of the five land use designations described below.

- ***Industrial:*** Industrial uses and other uses permitted within the underlying zoning districts with commercial uses limited to frontages on arterial streets including Western, Ashland and Ogden Avenues.

- **Urban Business Park:** Industrial uses and other uses permitted within the underlying zoning districts. In addition to zoning provisions with respect to sites within this area, redevelopment projects which involve the use of tax increment revenues may be subject to additional design standards intended to create a more attractive industrial environment.
- **Market District:** Generally limited to industrial and commercial uses. Residential uses may be permitted within this area in accordance with zoning. However, no incremental tax revenues would be used to assist residential development projects within this area.
- **Commercial/Industrial/Residential/Institutional Mixed Use:** A variety of uses would be permitted as allowed by the underlying zoning and/or rezoning of this area which generally fronts on Grand Avenue. It is anticipated that the use of incremental tax revenues for redevelopment within this land use category would generally be limited to public/semi-public and industrial development projects.
- **Residential/Commercial/Industrial/Community Transitional Uses:** A variety of uses may be appropriate in this area. The nature of these development projects will depend largely on market demand over the life of the Redevelopment Plan and Project. The intent is to eliminate existing land use conflicts and allow more cohesive land use patterns to evolve through redevelopment activities, with appropriate community support uses such as schools, churches, parks and open space. It is the intent within this land use designation to consider the use of incremental tax revenues to facilitate any development project that meets the City's objectives for the area.

The Redevelopment Project Area is expected to evolve as a modern urban industrial area that builds upon the strengths of existing industries and is competitive with other industrial districts in Chicago and the surrounding metropolitan area. Essential elements of future development will be the efficient utilization of available land, improvement of the infrastructure serving the area, redevelopment of brownfield sites, and provision of a safe, attractive environment for business people, company employees, and residents of adjacent neighborhoods.

It is anticipated that expenditures for redevelopment project costs will be carefully staged in a reasonable and proportional basis to coincide with expenditures for redevelopment by private developers and the projected availability of tax increment revenues.

8. DESIGN CONTROLS AND CRITERIA

It is the intent of this Redevelopment Plan and Project that the Redevelopment Project Area evolves into a modern industrial and distribution center that continues to attract new employers to Chicago.

The following design and development policies should be used to guide new development and improvements within the Redevelopment Project Area.

- Ensure that new development within the Redevelopment Project Area complies with the Zoning Ordinance and other applicable City development regulations.
- Restructure Redevelopment Project Area zoning to reflect the City's economic land use policy, focusing land extensive and more noxious development in areas that are buffered from nearby residential areas outside of the Redevelopment Project Area.
- Limit non-industrial intrusions into the Kinzie Business Park through the use of a Planned Manufacturing District.
- Restrict residential loft development to obsolete industrial buildings that are designed and located in a manner which limits their impact on existing and potential market-based industrial uses.
- Focus non-market oriented retail and entertainment uses on Randolph Street and Ogden Avenue.
- Buffer adjacent residential uses through fencing, landscaping and control over adjacent industrial uses.
- Establish landscaped buffers along the south side of Lake Street to help buffer industrial uses within the Redevelopment Project Area from the residential neighborhoods south of Lake Street.
- Establish landscaped entries and industrial center identity streets which identify industrial center access points, provide common signage and a unified design theme.
- Develop appropriate buffers between industrial and non-industrial land uses.
- Consolidate vacant, under-utilized and deteriorated property into appropriately sized redevelopment sites consistent with the redevelopment plan.

In order to provide the necessary guidance for development activities within the urban business park land use category, additional site development requirements may be developed by the City. Such standards, as they may be amended from time to time, should be incorporated into redevelopment agreements or other projects involving the expenditure of tax increment funds, unless specifically waived by the Commissioner of Planning.

9. REDEVELOPMENT PLAN AND PROJECT FINANCING

Tax increment financing is an economic development tool designed to facilitate the redevelopment of blighted areas and to arrest decline in areas that may become blighted without public intervention. It is expected that tax increment financing will be an important, although not the only means of financing infrastructure improvements and providing development incentives in the Kinzie Industrial Conservation Redevelopment Project Area.

Tax increment financing can only be used when desired private investment would not reasonably be expected to occur without public assistance. The enabling legislation allowing the use of tax increment financing in Illinois sets forth the range of public assistance that may be provided.

Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project. Eligible costs may include, without limitation, the following:

1. Professional services including: costs of studies and surveys, development plans and specifications, implementation and administration of the Redevelopment Plan and Project including but not limited to staff and professional service costs including but not limited to architectural, engineering, legal, marketing, financial, planning or other special services, provided however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

7. All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the Redevelopment Plan and Project, to the extent the municipality, by written agreement, accepts and approves such costs;
8. Relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment of relocation costs by State or Federal law;
9. Payment in lieu of taxes;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts as provided in the Act;
11. Interest costs incurred by a developer related to the construction, renovation or rehabilitation as provided in the Act.

The cost of constructing new privately-owned buildings is not an eligible redevelopment project cost, unless specifically authorized by the Act.

Estimated Project Costs

A range of activities and improvements will be required to implement this tax increment financing project. The proposed eligible activities and their costs are briefly described below and also shown in Table 1.

1. Professional services including: planning, legal, surveys, fees and other related development costs. This budget element provides for studies and survey costs for planning and implementation of the project, including planning and legal fees, architectural and engineering, marketing, financial and special service costs. *(Estimated cost: \$2,000,000)*
2. Property assembly costs, including acquisition of land and other property, real or personal or rights or interests therein, and other appropriate and eligible costs needed to prepare the property for redevelopment. Land acquisition may include acquisition of both improved and vacant property in order to create development sites, accommodate public rights-of-way or to provide other public facilities needed to achieve goals and objectives of this redevelopment plan. Property assembly costs also include: demolition of existing improvements, including clearance of blighted properties or clearance required to prepare sites for new development; site preparation, including grading, and other appropriate and eligible site activities needed to facilitate new construction; and environmental clean up costs associated with property assembly which are required to render the property suitable for redevelopment. *(Estimated cost: \$24,000,000)*
3. Rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures. *(Estimated cost: \$50,000,000)*
4. Construction of public improvements and facilities which may include, but are not limited to, provision of water and sewer service in the public way, road construction or other roadway improvements, viaduct clearance improvements, signalization, and provision of parking, streetscape improvements and other industrial corridor amenities. These improvements are intended to improve access within the Redevelopment Project Area, stimulate private investment, and address other identified public improvement needs. *(Estimated cost: \$100,000,000)*

5. Costs of job training and retraining projects, advanced vocational education or career education as provided for in the Act. *(Estimated cost: \$20,000,000)*
6. Financing costs pursuant to the provisions of the Act. *(Estimated cost: \$5,000,000)*
7. Relocation costs as judged by the City to be appropriate or required to further implementation of the Redevelopment Plan and Project. *(Estimated cost: \$5,000,000)*
8. Interest costs pursuant to the provisions of the Act. *(Estimated cost: \$5,000,000)*

The estimated gross eligible project cost is \$211 million. All project cost estimates are in 1997 dollars.

The primary purpose of the Kinzie Industrial Conservation Area Redevelopment Plan and Project is to promote industrial development and expansion. A secondary focus is to facilitate reorganization of residential and industrial land use patterns in the western fringe of the Redevelopment Project Area. Therefore, no funds will be applied to residential development, redevelopment or improvement projects within the PMD or in the portion of the Redevelopment Project Area located east of Ashland Avenue.

Any bonds issued to finance portions of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves. The totals of line items set forth below are not intended to place a total limit on the individual expenditures described. Adjustments may be made to line items within the total, and may be made without amendment to the Redevelopment Plan and Project.

Table 1

ELIGIBLE REDEVELOPMENT PROJECT COSTS

Planning, Legal, Surveys and Related Development Costs	\$2,000,000
Property Assembly	\$24,000,000
Rehabilitation	\$50,000,000
Public Improvements and Facilities	\$100,000,000
Job Training, Retraining and Education Costs	\$20,000,000
Financing Costs	\$5,000,000
Relocation	\$5,000,000
Interest Costs	\$5,000,000
TOTAL	\$211,000,000*

* Exclusive of capitalized interest, issuance costs and other financing costs.

Sources of Funds

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property taxes. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or

parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

The Redevelopment Project Area is contiguous to the Near West Redevelopment Project Area and may become contiguous to other redevelopment project areas. The City may find that it is in the best interests of the City, and in furtherance of the purposes of the Act, that net revenues from each such redevelopment project area be made available to support the other. The City may, therefore, propose to utilize net incremental revenues received from one redevelopment project area to pay eligible redevelopment project costs or obligations issued to pay such costs in another redevelopment project area, and vice versa.

The Redevelopment Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Redevelopment Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Redevelopment Project Area be made available to support any such redevelopment project areas and vice versa. The City therefore proposes to utilize net incremental revenues received from the Redevelopment Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Redevelopment Project Area and such areas. The amount of revenue from the Redevelopment Project Area so made available, when added to all amounts used to pay eligible redevelopment project costs within the Redevelopment Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total redevelopment project costs described in Table 1 of this Redevelopment Plan.

The City, at its sole discretion, may issue general obligation bonds secured by the full faith and credit of the City for the purpose of financing redevelopment project costs. Such bonds may be payable from ad valorem taxes levied against all taxable property in the City of Chicago.

The municipality may incur redevelopment project costs which are paid for from funds of the municipality other than incremental taxes, and the municipality may then be reimbursed for such costs from incremental taxes.

Development of the Redevelopment Project Area would not be reasonably expected to occur without the use of the incremental revenues provided by the Act. Redevelopment project costs include those eligible project costs set forth in the Act. Tax increment financing or other public sources will be used only to the extent needed to secure commitments for private redevelopment activity.

Nature and Term of Obligations to be Issued

The City of Chicago may issue obligations secured by the tax increment special tax allocation fund established for the project area pursuant to the Act or such other funds or security as are available to the City by virtue of its powers pursuant to the Illinois State Constitution and are available under the Act.

All obligations issued by the City of Chicago in order to implement this Redevelopment Plan and Project shall be retired within twenty-three (23) years from the adoption of the ordinance approving the

Redevelopment Project Area. The final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan and Project. The City may also issue obligations to a developer as reimbursement for project costs incurred by the developer on behalf of the City.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that the real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation

As of the 1996 tax year, the total equalized assessed valuation for property within the Redevelopment Project Area is \$144,857,459. The equalized assessed valuation for each of the parcels contained within the Redevelopment Project Area is presented in Appendix C.

The initial equalized assessed valuation is subject to final determination and verification by the Cook County Assessor. After verification, the correct figure shall be certified by the County Clerk of Cook County, Illinois.

Anticipated Equalized Assessed Valuation

Once the project has been substantially completed and the property is fully assessed in tax year 2011 (taxes payable in 2012) the equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between \$320 and \$400 million. This estimate has been calculated assuming that the Redevelopment Project Area will be developed in accordance with the general land use plan described in Figure 8 of this document.

The estimated equalized assessed valuation assumes that the assessed value of property within the study area will increase substantially as a result of new development within the Redevelopment Project Area.

Calculation of the projected equalized assessed valuation is based on several other assumptions, including: 1) redevelopment of the Redevelopment Project Area will occur in a timely manner; and 2) the application of a State Multiplier of 2.1240 to the projected assessed value of property within the study area; and 3) an annual inflation rate of 3%. The projected State Multiplier was calculated by averaging the State Multipliers for Cook County for the most recent five year period (1992-1996).

Financial Impact on Taxing Districts

In 1994, the Tax Increment Allocation Redevelopment Act was amended to require an assessment of any financial impact of the Redevelopment Project Area on or any increased demand for services from any taxing district affected by the plan and a description of any program to address such financial impacts or increased demand.

The following taxing jurisdictions currently have authority to levy taxes on property within the Industrial Redevelopment Project Area.

City of Chicago	Chicago Park District
City of Chicago Library Fund	Forest Preserve District of Cook County
Consolidated Elections	Cook County Health Facilities
County of Cook	Board of Education
Chicago School Finance Authority	Metropolitan Water Reclamation District of
Chicago Community College District 508	Greater Chicago

As of the 1996 tax year, the tax rate for property within the Redevelopment Project Area was 9.453.

When completed, the Plan and Project will generate property tax revenues for a variety of taxing districts. Other revenues may also accrue to the City in the form of sales tax, business fees and licenses, and utility user fees.

Redevelopment of the area may result in substantial changes to the level of required public services. The required level of these public services will depend upon the uses that are ultimately included within the Redevelopment Project Area. While the specific nature and timing of the private investment expected to be attracted to the area cannot be precisely quantified at this time, a general assessment of financial impact can be made based upon the level of development and timing anticipated by the proposed Plan and Project.

The costs of some services such as water and sewer service, building inspections, etc. are typically covered by user charges. However, others are not and should be subtracted from the estimate of property tax revenues to arrive at some sense of the financial impact of the Plan and Project on the affected taxing jurisdictions.

For most of the taxing jurisdictions levying taxes on property within the Redevelopment Project Area, increased service demands are expected to be negligible because they are already serving the area. Upon completion of the Plan and Project, all taxing jurisdictions are expected to share the benefits of a substantially improved tax base. However, prior to the completion of the Redevelopment Plan and Project, certain taxing districts may experience an increased demand for services.

Real estate tax revenues resulting from increases in the equalized assessed value over and above the certified initial equalized assessed value established with the adoption of this Redevelopment Plan and Project will be used to pay eligible redevelopment costs in the area. At the end of such period, the real estate tax revenues attributable to the increase in the equalized assessed value over the certified initial equalized assessed value will be distributed to all taxing districts levying property taxes against property located in the Redevelopment Project Area. Successful implementation of this Redevelopment Plan and Project is expected to result in new development and private investment on a scale sufficient to overcome blighted conditions and substantially improve the long-term economic value of the area.

Completion of the Redevelopment Project and Retirement of Obligations to Finance Redevelopment Project Costs

This Plan and Project will be completed, including the retirement of any obligations issued to finance improvements, on or before a date twenty-three (23) years from the adoption of the ordinance designating the Redevelopment Project Area. Improvements will be phased and scheduled to facilitate redevelopment in accordance with this Redevelopment Plan and Project.

10. PROVISIONS FOR AMENDING THE PLAN

This Kinzie Industrial Conservation Area Redevelopment Plan and Project may be amended pursuant to the provisions of the Tax Increment Allocation Redevelopment Act.

11. CITY OF CHICAGO COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION

As part of any Redevelopment Agreement entered into by the City and the private developer, both will agree to establish and implement an affirmative action program that serves appropriate sectors of the City of Chicago.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, termination's, compensation, benefit programs and educational opportunities.

Anyone involved with employment or contracting activities for this Plan and Project will be responsible for conformance with this policy and the compliance requirements of applicable state and federal regulations.

The City and the private developers involved in the implementation of this Plan and Project will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level for the Project being undertaken in the Redevelopment Project Area. Any public/private partnership established for the development project in the Redevelopment Project Area will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals. The partnership will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

Underlying this policy is the recognition that successful affirmative action programs are important to the continued growth and vitality of the City of Chicago.

[Figures 1 through 8 referred to in this Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project printed on pages 70412 through 70419 of this Journal.]

[Appendix "A" referred to in this Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 70440 through 70486 of this Journal.]

Appendices "B" and "C" referred to in this Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project read as follows:

Appendix "B".

(To Kinzie Industrial Conservation Area Tax Increment
Redevelopment Plan And Project)

Eligibility Analysis.

**APPENDIX B:
KINZIE INDUSTRIAL CONSERVATION AREA
REDEVELOPMENT PLAN AND PROJECT
ELIGIBILITY ANALYSIS**

The purpose of this analysis is to determine whether a portion of the City of Chicago's west side qualifies for designation as a Redevelopment Project Area within the definitions set forth under 65 ILCS 5/11 - 74.4 contained in the "Tax Increment Allocation Redevelopment Act: (65 ILCS 5/11-74.1 et seq.), hereinafter referred to as the "Act." This legislation focuses on the elimination of blighted or rapidly deteriorating areas through the implementation of a redevelopment plan. The Act authorizes the use of tax increment revenues derived in a project area for the payment or reimbursement of eligible redevelopment project costs.

The proposed Redevelopment Project Area (the "Study Area") is shown in Figure 1 and is bounded by Walton Street, Chicago Avenue, Grand Avenue, Ohio Street and Hubbard Street on the north; Halsted Avenue, Union Street and Peoria Street on the east; Lake Street, Washington Boulevard, Randolph Street and Maypole Avenue on the south; and Kedzie Avenue on the west.

The Study Area is approximately 1,094 acres in size and includes 3,685 tax parcels of which 2,975 are improved and 710 are classified as vacant. The Study Area includes only contiguous parcels and street right-of way and is not less than 1 ½ acres in size.

This report summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of Camiros, Ltd. and its subconsultants. Camiros, Ltd. has prepared this eligibility report with the understanding that the City would rely (i) on the findings and conclusions of this report in proceeding with the designation of the Study Area as a redevelopment project area under the Act, and (ii) on the fact that Camiros, Ltd. has obtained the necessary information to conclude that the Study Area can be designated as a redevelopment project area in compliance with the Act.

1. INTRODUCTION

The Act permits municipalities to induce redevelopment of eligible "blighted", "conservation" or "industrial park conservation areas" in accordance with an adopted redevelopment plan. The Act stipulates specific procedures which must be adhered to in designating a redevelopment project area. One of those procedures is the determination that the area meets the statutory eligibility requirements. By definition, a redevelopment project area is:

"... an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or combination of both blighted areas and conservation areas."

In adopting this legislation, the Illinois General Assembly found:

1. That there exists in many municipalities within the State blighted and conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

The legislative findings were made on the basis that the presence of blight or conditions which lead to blight is detrimental to the safety, health, welfare and morals of the public. The Act specifies certain requirements which must be met before a municipality may proceed with implementing a redevelopment project in order to ensure that the exercise of these powers is proper and in the public interest.

Before the tax increment financing technique can be used, the municipality must first determine that the proposed redevelopment area qualifies for designation as a blighted area, conservation area, or an industrial park conservation area. The Act defines a "blighted area" as any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, because of a combination of factors, an improved area is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired.

Blighted Areas

If the property under consideration is improved, a combination of five or more of the following 14 factors must be present for designation as a blighted area:

- Age
- Deleterious land use or layout
- Depreciation of physical maintenance
- Dilapidation
- Deterioration
- Excessive land coverage
- Illegal use of individual structures
- Excessive vacancies
- Inadequate utilities
- Lack of community planning
- Lack of ventilation, light or sanitary facilities
- Obsolescence
- Overcrowding of structures and community facilities
- Presence of structures below minimum code standards.

If the property is vacant, a combination of two or more of the following factors qualifies the area as blighted.

- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land
- Diversity of ownership of vacant land
- Flooding on all or part of such vacant land
- Obsolete platting of vacant land
- Tax or special assessment delinquencies on such land.

Vacant property also qualifies as "blighted" if any one of the following circumstances is present:

- The area qualified as blighted immediately before it became vacant
- The area consists of an unused quarry or quarries
- The area consists of unused railyards, tracks or rights-of-way
- The area consists of an unused disposal site containing debris from construction demolition, etc.
- The area is subject to chronic flooding which adversely impacts on real property in the area, and such flooding is substantially caused by one or more improvements in or near the area in existence for at least five years
- The area is 50 to 100 acres, 75 percent vacant, shows deleterious qualities and was designated as a town center before 1982, but not developed for that purpose.

Conservation Areas

Conservation areas are improved areas which are rapidly deteriorating and declining. Such areas are not yet blighted, but may soon become blighted areas if their decline is not checked. Establishing an area as a "conservation area" under the Act requires that 50 percent or more of the structures in the area must be 35 years of age or older, and the presence of three or more of the following 14 factors:

- Abandonment
- Deleterious land use or layout
- Deterioration
- Depreciation of physical maintenance
- Dilapidation
- Excessive land coverage
- Illegal use of individual structures
- Excessive vacancies
- Lack of community planning
- Lack of ventilation, light, or sanitary facilities
- Obsolescence
- Overcrowding of structures and community facilities
- Presence of structures below minimum code standards
- Inadequate utilities.

Industrial Park Conservation Area

In order to qualify for designation as an "industrial park conservation area", a redevelopment project area must meet all of the following conditions:

- Be within a labor surplus municipality (unemployment for the municipality at any time within the last 6 months was at or above the national average and was also greater than 6 percent);
- Be within the territorial limits of the municipality or within 1-1/2 miles of the territorial limits of the municipality and is annexed and zoned as industrial;

- Include both vacant land suitable for use as an industrial park and a blighted area or conservation area contiguous to such vacant land.

Although the Act defines blighted and conservation areas, it does not define when the factors present qualify an area for such designation. Therefore, it is necessary to establish reasonable and defensible criteria to support each local finding that serves to qualify an area as either a blighted or conservation area.

The presence and documentation of the minimum number of factors may be sufficient to establish eligibility for designation as a blighted or conservation area. However, this evaluation was made on the basis that such factors should be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. In other words, each factor identified should be present to a meaningful degree so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act. Similarly, blighting factors should be reasonably distributed throughout the Study Area so that basically good areas are not arbitrarily found to be blighted because of their proximity to areas which are blighted.

The test of eligibility of the Study Area is based on the conditions of the area as a whole. The Act does not require that eligibility be established for each and every property in the Study Area.

Improved property constitutes a majority of parcels on 199 of the 225 tax blocks within the Study Area. Vacant land, defined generally under the Act as land without buildings, constitutes a majority of parcels on 26 tax blocks. Five blocks are entirely vacant.

2. ELIGIBILITY STUDIES AND ANALYSIS

An analysis was undertaken to determine whether any or all of the factors listed in the "Act" for a conservation area or blighted vacant land are present in the Study Area, and if so, to what extent and in which locations.

In order to accomplish this evaluation the following tasks were undertaken:

1. Exterior survey of the condition and use of each building.
2. Field survey of environmental conditions involving parking facilities, public infrastructure, site access, fences and general property maintenance.
3. Analysis of existing land uses and their relationships.
4. Comparison of surveyed buildings to zoning regulations.
5. Analysis of the current planning, building size and layout.
6. Analysis of building floor area and site coverage.
7. Review of previously prepared plans, studies, inspection reports and other data.
8. Analysis of real estate assessment data.
9. Review of available building permit and code violation records to determine the level of development activity in the area.

The exterior building and site condition survey of the Study Area was undertaken in September and October, 1996, and updated in August and September, 1997. No significant changes were noted in conditions within the Study Area between 1996 and 1997. The analysis of site conditions was organized by tax block.

Each factor identified in the Act for determining whether an area qualifies as a conservation area or blighted vacant area is further discussed. A conclusion is presented as to whether or not the factor is present in the Study Area to a degree sufficient to warrant its inclusion as a blighting factor in establishing the eligibility of the area under the Act.

For each eligibility factor, a statement indicates the extent to which a condition is present. The statement "factor not present" indicates that either no information was available or that no evidence was documented as a result of the various surveys and analyses. The statement "present to a limited extent" indicates that the factor is present, but that the distribution or impact of the conservation factor has limited impact on the block or on the Study Area overall. Where a factor is described as being "present to a major extent", the factor is present throughout major portions of the Study Area. The extent to which such deleterious conditions are present can have a major adverse impact or influence adjacent and nearby development.

A majority of blocks contain improved property, though there are vacant parcels spread throughout the Study Area. Consequently, the eligibility analysis considers both the conservation factors present with respect to improved property and blighting factors which pertain to vacant land.

Of the 225 tax blocks, those blocks which had 50% or more of their parcels vacant were qualified as blighted vacant property. This constituted 26 blocks. Of the 26 blocks, only 5 blocks were entirely vacant. Predominately vacant blocks containing improved parcels were also evaluated using the criteria for improved property.

Improved parcels constituted those parcels which contained at least 50% of their parcels as improved property. Of the 225 blocks, 199 blocks were evaluated as improved property. These blocks were qualified as a conservation area, although the improved portions of the Study Area also could have been qualified under the "Act" as blighted improved property.

IMPROVED PROPERTY

Improved property includes parcels that contain buildings, structures, parking or other physical improvements. Improved property may include single parcels or multiple parcels under a single or common ownership. Landscaped yards, open space or other accessory functions may also be classified as improved property for the purposes of the eligibility analysis if they are an obvious part of adjacent buildings.

Within the Study Area, 2,975 of the 3,685 parcels were defined as improved. The distribution of improved property is shown in Figure 2. All but 5 tax blocks contain at least some improved property.

In order to establish the eligibility of a Redevelopment Project Area under the "conservation area" criteria listed in the "Act," at least 50% of the buildings must be 35 years of age or older. In addition, three of 14 conservation factors must be present and reasonably distributed within the area.

Ninety percent of the buildings within the Study Area are more than 35 years old, substantially more than the 50% required under the "Act" for designation of a conservation area. The distribution of building age is shown in Figure 3. The following discussion describes the extent to which each of the 14 conditions for designation of a conservation area are present in the Study Area.

Abandonment

Abandoned buildings reflect property that all apparent interest in or use of the structure by the owner has been discontinued. Unlike vacant buildings for which new users are being sought, abandoned property generally shows no evidence of ongoing maintenance or marketing. Such property is frequently also dilapidated or deteriorating, and may have tax delinquencies or contain environmental contaminants which limit its economic value and reuse potential. The presence of substantial numbers of abandoned buildings in an area can discourage private investment and lead to further economic decline.

This condition is present to a limited extent with 21 blocks containing at least one structure that is abandoned. Overall, 38 out of 1,576 buildings were considered abandoned. This factor is present to a major extent on 4 blocks where abandonment accounts for 25% or more of the structures on the block.

Deleterious Land Use or Layout

Deleterious land uses include instances of incompatible land use relationships, single-purpose buildings converted to accommodate other activity, buildings occupied by inappropriate mixed uses, or uses which may be considered noxious, offensive, or environmentally unsuitable. This condition also exists if any of the following are present:

- Platting does not conform to the current subdivision code with respect to lot size, configuration and public access.
- Parcels are of inadequate size or shape for contemporary development.
- Land uses are nonconforming with respect to current zoning.
- There are land use conflicts with adjacent land uses.
- Single purpose buildings have been converted to accommodate another activity, or buildings are occupied by inappropriate mixed uses.
- Residential uses front on or near heavily traveled streets, thus causing susceptibility to noise, fumes and glare;
- Structures are located in a 100 year flood plain; or
- Environmental contamination is present which hampers reuse.

This factor is present to a major extent within the Study Area as shown in Figure 4. It is found in 184 of the 225 blocks which contain improved property. This factor is present to a major extent in 124 blocks and a limited extent in 60 blocks. This factor is concentrated primarily in the central portion of the Study Area between Western and Ashland, and in the Fulton and Randolph Street Market area to the east of Ogden Avenue. In many instances within the market area, buildings exist on multiple parcels, which were not consolidated into single sites.

Because the corridor has evolved as industrial in nature, there are numerous places where lot size, lot shape, and street width contribute to deleterious land use and layout. Contemporary development dictates that an industrial use have an adequately sized parcel for both the use and the activity associated with that use, such as storage space, buffering from non-industrial uses, and the loading and unloading of trucks. There are a number of parcels, that when first planned were of an inappropriate size for industrial uses. Hence, the buildings may exist on multiple parcels, have multiple stories, and cover the majority of the lot. This causes such problems as trucks blocking street traffic while loading and unloading, which adds to traffic congestion and circulation problems.

Depreciation of Physical Maintenance

This factor refers to the effects of deferred maintenance or lack of maintenance of buildings, improvements and grounds. This condition is present where buildings have unpainted or unfinished surfaces, peeling paint, limited amounts of loose or missing materials, broken windows, deteriorated gutters and downspouts, or are in need of minor tuck pointing. Deterioration of streetlights, sidewalks, curbs and gutters adjacent to the building, the presence of construction debris, deteriorated parking areas or parking areas that exhibit an accumulation of trash or debris also are indicative of depreciation of physical maintenance.

Depreciation of Physical Maintenance is present to a major extent within the Study Area as shown in Figure 5. Industrial land uses over time tend to depreciate as a result of the heavy machinery, trucks, and pollutants which have a negative affect on the structures and can cause rapid deterioration.

All but 15 of the 225 blocks in the Study Area that contain improved property, exhibit this condition. In 11 blocks, this factor is present to a limited extent. In the remaining 199 blocks containing improved property, depreciation of physical maintenance is present to a major extent. This factor affects 1,327 of 1,576 structures within the Redevelopment Project Area.

Deterioration

This condition is present when there are physical deficiencies in buildings or site improvements requiring treatment or repair. Deterioration may be present in basically sound buildings that contain defects that can be corrected. Deterioration that is not easily correctable and cannot be accomplished during the course of normal maintenance may also be evident. Examples of conditions that indicate deterioration include loose or missing materials, major cracks in masonry walls, rusted support beams and columns, and deteriorated roofs requiring replacement or major repair. Such defects may involve either primary building components (foundations, walls, roofs) or secondary building components (doors, windows, porches, fascia materials, gutters and downspouts). All buildings classified as dilapidated are also deteriorating.

Deterioration is prevalent throughout the Study Area, especially in the western portion of the corridor as shown in Figure 6. This area contains a mix of multi-family residential units, commercial/office uses and industrial uses. Deterioration was observed with respect to the roof, doors and windows, foundation, and public infrastructure, especially sidewalks. Many residential and commercial/office uses appear to have been allowed to deteriorate due to their proximity to heavy industrial uses. Lack of maintenance also appears to have contributed to deterioration.

This factor is considered present to a major extent on blocks where 30% or more of the buildings were rated as deteriorated during the exterior condition survey. Overall, 195 out of 1,576 buildings, or 12% were found to be deteriorated. This factor is present in 70 of the 225 blocks. Deterioration is present to a major extent on 27 blocks and to a limited extent on 43 blocks. Because deterioration affects less than half of the blocks within the Study Area at present, it was judged to be present to a limited extent within the Study Area.

Dilapidation

This factor reflects a substandard condition of a building's foundation, wall or roof elements where deterioration has occurred to such an extent that rehabilitation is not practical or economically feasible. Such structures typically exhibit major structural fatigue such as leaning or warped walls, bowed or sagging roofs, or cracked or missing foundation walls.

Dilapidated structures included vacant, boarded up commercial and industrial buildings and multi-family residential buildings which have been ordered vacated by the City. The blocks containing the most substantial numbers of dilapidated buildings are located in the western portion of the Study Area.

During the condition survey, 26 of the 1,576 buildings were classified as dilapidated. On 1 block, dilapidated buildings accounted for 25% or more of the structures on the block. This factor is present to a major extent within the western portion of the Study Area. In the tax blocks that contained at least one dilapidated structure, this factor was considered present to a minor extent. In all, 19 of the 225 tax blocks contained at least one dilapidated structure. Because only 1 block contained substantial numbers of dilapidated buildings, this factor was judged to be present to a limited extent.

Excessive Land Coverage

This condition is present when buildings occupy all or most of the lot, leaving little or no space for off-street parking, off-street loading and open space amenities. Problems encountered include buildings that are improperly situated on the parcel or buildings that are located on parcels of inadequate size and shape in relation to contemporary standards of development, health or safety. The resulting inadequate conditions include insufficient provision for light and air, increased threat of the spread of fires due to the close proximity of nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking or inadequate provision for loading and service. Excessive land coverage frequently has an adverse or blighting influence on nearby development.

Many of the structures in the Study Area are multi-story warehousing and manufacturing uses which occupy most of their site, leaving little or no space for off-street parking, storage, and the loading and unloading of trucks. However, because these buildings are sufficiently dispersed throughout the Study Area, they do not have a substantial adverse impact on neighboring properties or the Study Area as a whole.

When the structures were originally built, manufacturing and housing standards required them to be several stories high and fairly compact. However, modern manufacturing and warehousing practices, require large single story structures which accommodate long assembly lines and other machinery. These multi-story buildings cannot be easily adapted to meet the needs of today's industrial users.

This condition is present to a limited extent in the Study Area, with 81 of 225 blocks containing at least one structure with excessive land coverage. Overall, 212 out of 1,576 buildings were found to have excessive land coverage. This factor is present to a major extent on 51 blocks where excess land coverage accounts for 25% or more of the structures on the block. The blocks containing excessive land coverage are shown in Figure 7.

Illegal Use of Individual Structures

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law. This condition also exists when the use of a structure does not conform to the requirements of the existing zoning code.

This factor was not found to be present to a sufficient degree to warrant its inclusion as a blighting factor within the Study Area. Land uses were found to generally correspond to existing zoning.

Excessive Vacancies

This condition is present when the occupancy or use level of a building is low for frequent or lengthy periods. The presence of buildings or sites which are unoccupied or underutilized generally represents an adverse influence on the area. Excessive vacancies include abandoned properties which evidence no apparent effort directed toward their occupancy or utilization.

This condition is present within the Study Area to a limited extent with 121 of 1,576 structures identified as vacant. This factor occurs primarily in the western and central areas, though, there are some tax blocks with excessive vacancies located in the market area.

Inadequate Utilities

This factor exists in the absence of one or more of the following utilities serving the site: gas, electricity, water, sanitary sewer or storm sewer. This factor is also present when the existing utilities are inadequate to accommodate the level of development permitted under current zoning or envisioned under the comprehensive plan or adopted redevelopment plan for the area.

While the Study Area is fully served by the appropriate utilities, much of this infrastructure is inadequate to meet the needs of industrial users. This is particularly true in the Fulton and Randolph Market areas, where water and sewer lines are more than 60 years old and do not have sufficient capacity to allow food processing firms to readily meet FDA sanitation standards. The main feeder gas line located along Damen is also inadequately sized to meet the expected demands of major industrial users. Because these conditions are concentrated primarily in the market area and the industrial concentration along Damen Avenue, this factor was judged to be present to a limited extent within the Study Area overall.

Lack of Community Planning

This factor is present if the proposed redevelopment area developed prior to or without the benefit and guidance of a community plan. This means that no plan for the overall development of the community existed, the community's plan was inadequate, or that the plan was ignored at the time the area was developed.

Conditions resulting from a lack of community planning include the existence of incompatible land uses, the lack of proper development of vacant or improved sites, and the presence of inconsistent platting including parcels of small or irregular shapes, the presence of nonconforming uses with respect to zoning, inadequate street layout or improper subdivision.

Lack of community planning is also indicated when there are inadequate public utilities or plans for utility improvements that would allow the property to be developed in accordance with the intensity of use identified in the municipality's comprehensive plan or zoning ordinance or other economic development plans for the area. This factor is also present if public improvements serving the site including streets, streetlights and other utility systems do not meet current municipal standards. Similarly, lack of community planning is indicated if private improvements including parking lots, screening and organization of buildings within the site do not meet accepted community development standards.

The lack of community planning is present to a major extent within the Study Area. The Study Area largely developed prior to the City's comprehensive plan. Parts of the corridor developed with a mix of industrial and residential uses without any clearly defined pattern. This mixture of land uses is incompatible with respect to today's generally accepted community planning standards. When the

market area was first developed, the structures were oriented toward the railroads which served as the major means of commercial transportation. Streets were narrow by today's standards and developed to accommodate the pedestrian and horse and wagons. Streets, particularly in the market area, are easily blocked when loading and unloading occurs during the day.

Also, many of the streets in the market area are one way. This can become a problem during peak loading and unloading periods. Because the trucks block the streets, other transportation is forced to use another route. This may mean traveling the wrong way down a one-way street in order to exit the market area.

This condition is judged to be present to a major extent within the Study Area. This factor is present to a major extent on 110 blocks and to a minor extent on 3 blocks.

Lack of Ventilation, Light, or Sanitary Facilities

Conditions, such as lack of indoor plumbing or lack of adequate windows or other means of providing ventilation or light, can negatively influence the health and welfare of a building's residents or users. Typical requirements for ventilation, light, and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in rooms without windows such as bathrooms, and dust, odor, or smoke producing activity areas;
- Adequate natural light and ventilation by means of skylights or windows for interior rooms with proper window sizes and amounts by room area to window area ratios; and
- Adequate sanitary facilities, including garbage storage, bathroom facilities, hot water and kitchens.

Insufficient information was available to determine the degree to which this factor may be present in the Study Area.

Obsolescence

Functional obsolescence is characterized by buildings designed for a single or specific purpose or use, buildings of inadequate size to accommodate alternative uses, or buildings using a type of construction which limits long term use and marketability. Site improvements such as water and sewer lines, public utility lines, roadways, parking areas, parking structures, sidewalks, curbs and gutters, and lighting may be inadequate or obsolete in relation to contemporary standards for such improvements. Functional obsolescence includes poor design or layout, improper orientation of the building on the site, inadequate loading facilities, height, or other factors which detract from the overall usefulness or desirability of the property. As an inherent deficiency, functional obsolescence results in a loss in value of the property.

Economic obsolescence may be evidenced by a variety of factors including deterioration of the physical environment, streets of inadequate width or parcels of inadequate size or irregular shape which prevent reasonable development. This condition is often a result of adverse conditions which cause some degree of market rejection and, therefore, a depreciation of market values.

This factor is present in the Study Area to a major extent as shown in Figure 8. Overall, 754 out of 1,576 buildings were found to be functionally obsolete. This factor was present to a major extent on 145 blocks where functional obsolescence accounts for 25% or more of the structures on the block. This condition was present to a limited extent on 20 blocks which contained at least one obsolete structure.

Many of the structures that have loading facilities that are inadequate in height or cause loading to occur in the middle of the street. Again, this is due in part to the age of the building and development standards of the time.

Overcrowding of Structures and Community Facilities

This condition exists when a structure or community facility has reached a level of use beyond a designed or legally permitted level. Overcrowding is often found in buildings originally designed for a specific use and later converted to accommodate a more intensive use without adequately meeting requirements for minimum floor area, privacy, ingress and egress, loading and services, or the capacity of building systems. Evidence of this condition may include the outside storage of materials that cannot be contained in enclosed buildings or vehicles that cannot be stored in buildings or enclosed storage yards.

This factor was not found to be present to a sufficient degree to warrant its inclusion as a blighting factor.

Presence of Structures Below Minimum Code Standards

This factor is present when structures do not conform with local standards of building, fire, housing, zoning, subdivision or other applicable governmental codes. Structures below minimum code standards include all buildings which do not meet the standards of zoning, subdivision, building, housing, fire, property maintenance or other governmental codes applicable to the property. The principal purposes of such codes are to require that buildings be constructed in such a way that they can sustain the loads expected from the type of occupancy and are safe for occupancy against fire and similar hazards, and/or to establish minimum standards for safe and sanitary habitation. Buildings below minimum code are characterized by defects or deficiencies which threaten health and safety.

This factor is present to a major extent within the Study Area. According to City records, 555 out of 1,576 buildings have been cited with building code violations in the past three years. This factor was present to a major extent on 123 blocks where 25% or more of the structures on the block have been cited with code violations. This condition was present to a limited extent on 40 blocks which contained at least one structure that was below minimum code standards. This presence of this condition is shown in Figure 9.

VACANT LAND

Vacant land is generally defined under the Act as property without buildings. The Study Area includes 710 parcels which have been classified as vacant according to assessment records or field observations. Of the 225 tax blocks, 26 were defined as predominately vacant as shown in Figure 10.

If the property is vacant, a combination of two or more of the following factors qualifies the area as blighted vacant land.

- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land
- Diversity of ownership of vacant land

- Flooding on all or part of such vacant land
- Obsolete platting of vacant land
- Tax or special assessment delinquencies on such land.

Vacant property also qualifies as "blighted" if any one of the following circumstances is present:

- The area qualified as blighted immediately before it became vacant
- The area consists of an unused quarry or quarries
- The area consists of unused railyards, tracks or rights-of-way
- The area consists of an unused disposal site containing debris from construction demolition, etc.
- The area is subject to chronic flooding which adversely impacts on real property in the area, and such flooding is substantially caused by one or more improvements in or near the area in existence for at least five years
- The area is 50 to 100 acres, 75 percent vacant, shows deleterious qualities and was designated as a town center before 1982, but not developed for that purpose.

This discussion focuses on those conditions which either singly or in combination qualify vacant land as blighted. It should be noted that while these factors apply specifically to vacant land, some conditions such as diversity of ownership and tax or special assessment delinquencies also can affect improved property.

Deterioration of structures or site improvements in neighboring areas

The condition of improved property can have a significant impact on the development potential of vacant land. This condition exists when buildings on adjacent parcels show evidence of physical deterioration, depreciation of physical maintenance or other blighting conditions that apply to improved property.

Due to the amount of depreciation of physical maintenance and deterioration throughout the Study Area, this factor is present to a major extent on vacant parcels. This factor was considered to be present to a major extent in 10 tax blocks and to a limited extent on 16 of the 26 predominately vacant tax blocks.

Diversity of ownership

Diversity of ownership can make the assembly of redevelopment sites involving vacant land more difficult. The costs of land assembly can also be a significant issue where there is a combination of vacant and improved property with multiple owners.

Diversity of ownership was defined as being present when more than two owners held three or more adjacent vacant properties. An indexing method of analysis was developed to gauge diversity of ownership (refer to the last column). The index is the result of dividing the number of owners of vacant parcels by the total number of vacant parcels. If the index value is 0 to 0.24, diversity is a non-factor. If the index is .25-.49, diversity is a minor factor. Diversity is a major factor if the index is .50 to 1.0.

Based on this methodology, this factor was judged to be present to a major extent on 7 predominately vacant blocks and to a limited extent on 9 blocks

Flooding

The presence of this factor is indicated when the parcel lies within the 100 year flood plain as indicated on official flood plain maps. Either all or a portion of the vacant land may be subject to periodic flooding. Flooding, in combination with one other factor pertaining to vacant land, qualifies the vacant land as blighted. If the area is subject to chronic flooding which adversely impacts on real property in the area, and such flooding is substantially caused by one or more improvements in or near the area that have been in existence for at least five years, then flooding alone is sufficient to qualify the vacant land as blighted.

This factor is not present in the Study Area.

Obsolete platting

Obsolete platting corresponds to the deleterious land use or layout criterion for improved property. This factor is present when the platting of the vacant land limits or precludes development of the property in accordance with contemporary standards of development. Examples of obsolete platting include parcels that are too small or lack sufficient street frontage to be developed under current zoning or readily marketed for development, or parcels that must be subdivided to accommodate appropriate land uses and development densities.

As noted in the sections on lack of community planning, deleterious land use and layout, and obsolescence, the development of the corridor has impacted the development of parcels. The result of this development in and around the railroad tracks and along Ogden Avenue has created blocks that are irregularly shaped and have little street frontage. This condition is present to a major extent on 3 tax blocks. In addition to these three blocks, this factor is present to a major extent on 3 blocks which are less than 50% vacant. Because this factor affects few predominately vacant tax blocks, it is considered to be present to a limited extent within the Study Area.

Tax or special assessment delinquencies

This factor is present when tax records indicate that the taxes on the property have been sold in any of the last three years. The presence of this factor indicates a significant lack of market interest in the development potential of the area.

As of April, 1997, 403 parcels were identified as having unpaid 1995 property taxes. Of these parcels, 170 were vacant. This factor is present to a major extent with respect to vacant land within the Study Area. This factor is present to a major extent on 6 analysis blocks and to a limited extent on 7 analysis blocks.

Area qualified as blighted immediately before it became vacant

Many vacant parcels became vacant as a result of demolition of deteriorated or dilapidated buildings. Evidence of the presence of this factor may be indicated in previous condition analyses of the area or in code enforcement records.

Although there was insufficient data available to document the presence of this factor in all parts of the Study Area, it is likely that much of the vacant land that presently exists in the Study Area is the result of

demolition of deteriorated and dilapidated buildings. The blighting conditions which existed on cleared sites can be partially substantiated by the presence of slum and blighted area designations covering portions of the Study Area which have been designated by the City as redevelopment areas over the last 30 years. Because the data needed to document the presence of this condition within the Redevelopment Project Area was unavailable, this factor was not used to establish the eligibility of vacant land within the Study Area as blighted.

Area consists of an unused quarry or quarries

The presence of unused quarries presents significant challenges for redevelopment and reuse. The historic transformation of quarry to landfill is no longer an appropriate reuse model, particularly in developed urban areas.

This factor is not present within the proposed Study Area.

Area consists of unused railyards, tracks or rights-of-way

Under the Act, unused railyards, tracks and rights-of-way are blighted. Former railroad property frequently presents significant challenges to redevelopment as a result of environmental conditions, platting and other land use issues. Evidence that this condition may apply to vacant land includes property ownership records and the presence of abandoned track or rail sidings that have been partially buried or paved over.

While there may be isolated instances of unused railroad property, most railroad property is in active use. Therefore, this factor was not found to be present to a significant degree in the Study Area.

Area consists of an unused disposal site containing debris from construction demolition, etc.

This condition applies to disposal sites which have ceased to operate but which have not been appropriately closed by grading, landscaping or other appropriate improvements. Such sites include officially designated disposal facilities as well as those created as the result of illegal dumping.

There is a large, abandoned rock crushing facility located north of Kinzie and east of Sacramento. This 17 acre site contains significant amounts of construction debris including wood and concrete. The block containing this site is impacted to a major extent. However, there is only one block impacted therefore, this factor is present to a limited extent within the overall Study Area.

Designation as a town center

This blighting factor is defined as an area 50 to 100 acres in size that is 75 percent vacant, shows deleterious qualities and was designated as a town center before 1982, but was not developed for that purpose.

This factor does not apply to vacant land within the Study Area.

3. DETERMINATION OF STUDY AREA ELIGIBILITY

The proposed Kinzie Industrial Corridor Redevelopment Project Area meets the requirements of the "Act" for designation as a "conservation area." Ninety percent of the buildings within the Study Area are at least 35 years of age. This is substantially more than the 50% of buildings over 35 years of age required by the "Act" for designation.

Once the age requirement has been met, the presence of three of 14 conditions is required for designation of improved property as a conservation area. Of the factors cited in the "Act," 11 are present within the Study Area. These conditions are:

- Deleterious land use or layout (major)
- Depreciation of physical maintenance (major)
- Dilapidation (limited)
- Deterioration (limited)
- Excessive vacancies (limited)
- Abandonment (limited)
- Lack of community planning (major)
- Obsolescence (major)
- Excessive land coverage (limited)
- Presence of structures below minimum code standards (major)
- Inadequate utilities (limited)

Five of these factors are present to a major extent. Six of these factors are present to a limited extent. These factors are reasonably distributed throughout the Study Area as shown in Table 1.

Vacant land within the Study Area boundaries was found to qualify as "blighted" based on the presence of the five circumstances listed below. The distribution of blighting factors on the predominantly vacant analysis blocks is shown in Table 2. Depending on the circumstances, the presence of two or more specified factors or the existence of one of several other specified factors is sufficient to qualify vacant land as blighted.

- Deterioration of structures or site improvements in neighboring areas

- Diversity of ownership
- Obsolete platting
- Area includes an unused disposal site

The blighting factors are reasonably distributed throughout the Study Area. Based on the conditions present, the area is not likely to be developed without the designation of all or part of the Study Area as a "blighted area" and the adoption of a tax increment plan and project.

[Figure 1 referred to in this Eligibility Analysis for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project constitutes Exhibit "E" to the ordinance and is printed on page 70412 of this Journal.]

[Figures 2 through 10 referred to in this Eligibility Analysis for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project printed on pages 70413 through 70421 of this Journal.]

[Tables 1 and 2 referred to in this Eligibility Analysis for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project printed on pages 70422 through 70427 of this Journal.]

Table 1.
(To Eligibility Analysis For Kinzie Industrial Conservation
Area Redevelopment Plan And Project)

Distribution Of Blighting Factors For Improved Property.

(Page 1 of 5)

Table 1:
Distribution of Blighting Factors for Improved Property

- = Present to a major extent
- X = Present to a limited extent

LEGEND

Map ID #	Block	Blighting Factors													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	16-01-300														
2	16-01-318		X		X										
3	16-01-319		X	•	•	X	•	•	•					X	
4	16-01-320		X	•	•	•	•	•	•			X			
5	16-01-321	•	•	•	•	•	•	X	•	•	•	•		X	
6	16-01-323														
229	16-01-500														
7	16-12-100								•	X	•				X
8	16-12-101		X	X	•	•	•	•	•	X	•	X	X	X	X
9	16-12-102	X	•	•	•	X	X	X	•	X	X	X	X	X	X
10	16-12-103	X	X	•	•	X	X	X	•	X	•	X	X	X	X
11	16-12-104			X	•	•	•	•	•	•	•	•	•	•	•
21	16-12-105	X	X	X	•	•	•	•	•	X	•	•	•	•	•
12	16-12-106	X	X	•	•	•	•	•	•	•	•	X	•	X	•
13	16-12-107		X	X	•	•	•	•	•	•	•	•	•	•	X
14	16-12-108		•	•	•	X	X	X	•	X	•	•	•	•	•
15	16-12-109			•	•	X	•	X	•	•	•	•	•	X	•
16	16-12-110		•	X	•	•	•	•	•	•	•	•	•	•	•
17	16-12-111			•	•	•	•	•	•	•	•	•	•	•	•
18	16-12-112		X	•	•	•	•	•	•	•	•	•	•	•	•
19	16-12-113		•		X	•	•	•	•	•	•	•	•	•	•
20	16-12-114		X	X	•	•	•	•	•	•	•	•	•	•	•
22	16-12-200		X	X	•	•	•	•	X	•	X	•	•	•	•
23	16-12-204														
24	16-12-211														
25	16-12-215		X	•	•	•	•	•	•	•	•	•	•	•	•
26	16-12-216														
27	16-12-219		X		X	•	•	X	•	•	•	•	•	•	•
28	16-12-220		•	•	•	X	•	•	•	•	•	•	•	•	•
29	16-12-221														
30	16-12-222		•	•	•	X	•	X	•	•	•	•	•	X	•
31	16-12-300			•	•	•	•	•	•	•	•	•	•	•	•
32	16-12-301	•	•	•	•	•	•	•	•	•	•	•	•	•	•
33	16-12-302			•	•	•	•	•	•	•	•	•	•	•	•
34	16-12-303	X	X	X	•	X	•	•	•	X	•	•	•	X	•
35	16-12-304														
36	16-12-305			•	•	X	•	X	•	X	•	•	•	X	•
37	16-12-306	X	X	•	•	X	X	X	•	•	•	•	•	•	•
38	16-12-307	X	X	X	•	X	X	•	•	•	•	X	•	X	•
39	16-12-308	X	•	•	•	X	•	X	•	•	•	•	•	X	•
40	16-12-309	X	•	X	•	•	•	•	•	•	•	•	•	X	•
41	16-12-310	X	•	•	•	X	•	X	•	•	X	•	X	X	•
42	16-12-311		•	X	•	X	•	X	•	X	•	•	•	X	•
43	16-12-312		X	X	•	•	•	•	•	•	X	•	•	•	•
44	16-12-313	X	•	X	•	X	•	X	•	•	•	•	•	•	•

- 1 Abandonment
- 2 Deleterious Land Use or Layout
- 3 Deterioration
- 4 Depreciation of Physical Maintenance
- 5 Dilapidation
- 6 Excessive Land Coverage
- 7 Illegal Use of Structures
- 8 Excessive Vacancies
- 9 Lack of Community Planning
- 10 Lack of Ventilation, Light, or Sanitary Facilities
- 11 Obsolescence
- 12 Overcrowding of Structures and Community Facilities
- 13 Presence of Structures Below Minimum Code
- 14 Inadequate Utilities

Table 1.
(To Eligibility Analysis For Kinzie Industrial Conservation
Area Redevelopment Plan And Project)

Distribution Of Blighting Factors For Improved Property.

(Page 2 of 5)

Map ID #	Block	Blighting Factors													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
45	16-12-314	X	X	X	.	X	X	.	X	.	.	X	.	X	.
46	16-12-315	.	.	X	.	.	.	.	.	.	.	X	.	.	.
47	16-12-316	.	.	X	.	X	X	.	.	.	.	X	.	.	.
48	16-12-317	X	.	.	.	X	.	.	.	.	.	.	.	.	.
49	16-12-318	.	.	.	.	.	.	.	.	.	.	.	.	.	.
50	16-12-319	.	.	X	.	.	.	.	X	.	.	.	.	.	.
51	16-12-320	.	.	.	.	.	.	.	.	.	.	.	.	.	.
52	16-12-321	X	.	.	.	.	.	.	.	.	.	.	.	.	.
53	16-12-322	.	.	.	.	.	.	.	.	.	.	.	.	.	.
54	16-12-323	X	X	X	.	.	X	.	X	.	.	.	.	.	.
55	16-12-400	.	X	.	.	.	.	.	.	.	.	.	.	.	.
56	16-12-401	.	.	.	.	.	.	.	.	.	.	.	.	.	.
57	16-12-402	.	.	.	.	.	.	.	.	.	.	.	.	.	.
58	16-12-403	.	.	.	.	.	.	.	.	.	.	.	.	.	.
59	16-12-404	.	.	.	X	.	.	.	.	.	.	.	.	.	.
60	16-12-405	.	.	.	.	.	.	.	.	.	.	.	.	.	.
61	16-12-406	.	.	.	.	.	.	.	.	.	.	.	.	.	.
62	16-12-407	.	.	.	.	.	.	.	X	.	.	.	.	.	.
63	16-12-408	.	.	X	.	.	X	.	.	.	.	.	.	.	.
64	16-12-409	.	.	.	.	X	.	.	.	.	X	.	.	.	X
65	16-12-410	.	.	.	.	.	.	.	.	.	.	.	.	.	.
66	16-12-411	.	.	.	.	.	.	.	.	.	.	.	.	.	.
67	16-12-412	.	.	.	.	.	.	.	.	.	.	.	.	.	.
68	16-12-413	X	.	.	.	.	.	.	.	.	.	.	.	.	.
69	16-12-414	.	.	.	.	.	.	.	.	.	.	X	.	.	X
70	16-12-415	X	.	.	.	X	.	.	X	.	X	X	.	.	X
71	16-12-416	.	.	.	.	.	.	.	X	.	X	.	.	.	.
230	16-12-500	.	.	.	.	.	.	.	.	.	.	.	.	.	.
231	16-12-501	.	.	.	.	.	.	.	.	.	.	.	.	.	.
72	17-07-125	X	X	.	.	X	.	X	.	.	X	.	.	.	.
73	17-07-126	.	X	.	.	.	X	.	.	.	.	.	.	.	.
74	17-07-127	.	.	.	.	.	.	.	.	.	.	.	.	.	.
75	17-07-128	.	.	.	.	.	.	.	X	.	.	.	.	.	.
76	17-07-129	.	.	X	.	.	.	.	.	.	.	.	.	.	X
77	17-07-130	X	.	.	.	X	.	.	X	.	.	X	.	.	.
78	17-07-131	.	X	.	.	.	.	.	.	.	.	.	.	.	X
79	17-07-132	.	.	.	.	.	.	.	.	.	.	.	.	.	.
80	17-07-133	X	.	.	.	.	.	.	X	.	.	.	.	.	.
81	17-07-134	.	.	.	.	.	.	.	.	.	.	.	.	.	X
82	17-07-135	.	.	.	.	.	.	.	.	.	.	.	.	.	.
83	17-07-136	.	.	.	.	.	.	.	X	.	.	.	.	X	X
84	17-07-225	.	.	.	.	.	.	.	X	.	X	.	X	.	.
85	17-07-226	X	X	.	.	.	.	.	X	.	.	.	.	.	.
86	17-07-227	X	.	.	.	.	.	.	.	.	.	.	.	.	X
87	17-07-228	.	X	.	.	.	.	.	X	.	.	.	.	.	.
88	17-07-229	.	.	.	.	.	.	.	X	.	.	.	.	X	X
89	17-07-230	X	.	.	.	.	.	.	X	.	.	.	.	X	.
90	17-07-231	X	.	.	.	.	.	.	.	.	.	.	.	.	.
91	17-07-232	.	.	.	.	.	.	.	.	.	.	.	.	.	.
92	17-07-233	.	.	.	.	X	.	X	.	.	.	.	.	X	.
93	17-07-234	.	.	.	.	.	.	.	.	.	.	.	.	.	.

LEGEND

- 1 Abandonment
- 2 Deleterious Land Use or Layout
- 3 Deterioration
- 4 Depreciation of Physical Maintenance
- 5 Dilapidation
- 6 Excessive Land Coverage
- 7 Illegal Use of Structures
- 8 Excessive Vacancies
- 9 Lack of Community Planning
- 10 Lack of Ventilation, Light, or Sanitary Facilities
- 11 Obsolescence
- 12 Overcrowding of Structures and Community Facilities
- 13 Presence of Structures Below Minimum Code
- 14 Inadequate Utilities

Table 1.
(To Eligibility Analysis For Kinzie Industrial Conservation
Area Redevelopment Plan And Project)

Distribution Of Blighting Factors For Improved Property.

(Page 3 of 5)

Map ID #	Block	Blighting Factors													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
94	17-07-235		.	X	.	X			.						
95	17-07-236		.		.				X			.			
96	17-07-237		.		.		.					.		.
97	17-07-238		.		.		.					.		.
98	17-07-239		.		.		.					.		X	
99	17-07-240		X	X	.					.		.		.
100	17-07-241		X	X	.	X			X	.		.		.	
101	17-07-300		.	X	.		X		X			.		.	
102	17-07-301		.		.							.		.
103	17-07-302	X	.	X	.				X			.		.	
104	17-07-303		.		.							.		.
105	17-07-304		.		.				X			.		.	
106	17-07-305		X	.	.							.		.	X
107	17-07-306	X	.		.							.		.
108	17-07-307		.		.		.					.		.	X
109	17-07-308		.		.							.		X	X
110	17-07-309		.		.							X		.	X
111	17-07-310	X	.	.	.		X		X			.		.	X
112	17-07-311		.		.		.			.		.		.	X
113	17-07-312		.		.		.					.		.	X
114	17-07-313		.		.							.		.	X
115	17-07-314		.		.							.		.	X
116	17-07-315		.	X	.				.			.		.	X
117	17-07-400		X	.	.				.			.		.	X
118	17-07-401		.		.							.		.
119	17-07-402		.		.		.					.		X	
120	17-07-403		.		.							.		.
121	17-07-404		.		.				X			.		.	X
122	17-07-405	X	.	X	.		.		X			.		.	
123	17-07-406		.		.		.					.		.
124	17-07-407		.		.		.					.		.
125	17-07-408		.		.							.		.	X
126	17-07-409		.	X	.		X		.			.		.	X
127	17-07-410		.		X							.		.	
128	17-07-411		.		.		X		.			.		.	
129	17-07-412	X	.		.		X					.		.	X
130	17-07-413		.	X	.	X			.			.		.	X
131	17-07-414		.		.							.		.
132	17-07-415		.		.		.					.		.
232	17-07-500		.		.							.		.
233	17-08-122		.		.				.			.		.
133	17-08-130		X	X	.							.		X	
134	17-08-131		X	X	.		X					.		X	
135	17-08-135		.		.		X					.		.	
136	17-08-136		.		.		.					.		.
137	17-08-137		.		.		.					.		.
138	17-08-138		.		.		X					.		.	
139	17-08-139		.		.							.		.
140	17-08-140		.		X				.			.		.	
141	17-08-141		X		X							.		.	
142	17-08-254		.		.							.		.

LEGEND

- 1 Abandonment
- 2 Deleterious Land Use or Layout
- 3 Deterioration
- 4 Depreciation of Physical Maintenance
- 5 Dilapidation
- 6 Excessive Land Coverage
- 7 Illegal Use of Structures
- 8 Excessive Vacancies
- 9 Lack of Community Planning
- 10 Lack of Ventilation, Light, or Sanitary Facilities
- 11 Obsolescence
- 12 Overcrowding of Structures and Community Facilities
- 13 Presence of Structures Below Minimum Code
- 14 Inadequate Utilities

Table 1.
(To Eligibility Analysis For Kinzie Industrial Conservation
Area Redevelopment Plan And Project)

Distribution Of Blighting Factors For Improved Property.

(Page 4 of 5)

Map	Blighting Factors														
ID #	Block	1	2	3	4	5	6	7	8	9	10	11	12	13	14
143	17-08-255	.	.	.	.	.	.	.	.	.	.	.	.	.	.
144	17-08-256	.	.	.	.	.	.	.	.	.	.	.	.	.	.
145	17-08-257	.	.	X	.	.	.	.	.	.	.	.	.	.	.
146	17-08-258	.	.	.	.	.	.	.	.	.	.	.	.	.	.
147	17-08-259	.	.	.	.	.	.	.	.	.	.	.	.	.	.
148	17-08-260	.	.	X	.	.	.	.	.	.	.	.	.	.	.
149	17-08-261	.	.	.	.	.	.	.	.	.	.	.	.	.	.
150	17-08-300	.	.	.	.	.	.	.	.	.	.	.	.	.	.
151	17-08-301	.	.	.	.	.	.	.	.	.	.	.	.	.	.
152	17-08-302	X	.	.	.	.	.	.	X	.	.	.	.	X	.
153	17-08-303	.	.	.	.	.	.	.	.	.	.	.	.	.	.
154	17-08-304	X	.	.	.	X	.	.	.	.	.	.	.	.	.
155	17-08-305	.	.	.	.	.	.	.	.	.	.	.	.	.	.
156	17-08-306	X	.	.	.	.	.	.	.	.	.	.	.	.	.
157	17-08-307	.	.	.	.	.	.	.	.	.	.	.	.	.	.
158	17-08-308	.	.	X	.	.	.	.	.	.	.	.	.	.	.
159	17-08-309	.	.	.	.	.	.	.	.	.	.	.	.	.	.
160	17-08-310	.	.	.	.	.	.	.	.	.	.	.	.	X	.
161	17-08-311	.	.	.	.	.	.	.	.	.	.	.	.	.	.
162	17-08-312	.	.	.	.	.	.	.	.	.	.	.	.	.	.
163	17-08-313	X	.	.	.	.	.	.	X	.	.	.	.	.	.
164	17-08-314	.	.	.	.	.	.	.	.	.	X	.	.	.	.
165	17-08-315	.	.	.	.	.	.	.	.	.	.	.	.	X	.
166	17-08-316	X	.	.	.	.	.	.	.	.	.	.	.	.	.
167	17-08-317	.	.	.	.	.	.	.	.	.	.	.	.	.	.
168	17-08-318	.	.	.	.	.	.	.	.	.	.	.	.	X	.
169	17-08-319	.	X	.	.	X	.	.	.	.	X	.	X	.	.
170	17-08-320	X	X	.	.	.	.	.	.	.	.	.	.	X	.
171	17-08-322	.	X	.	.	.	.	.	.	.	X	X	.	.	.
172	17-08-323	.	.	.	.	.	.	.	.	.	.	.	.	.	.
173	17-08-324	X	X	X	.	.	.	.	.	.	.	.	.	.	.
174	17-08-325	.	.	.	.	.	.	.	.	.	.	.	.	.	.
175	17-08-326	X	X	.	.	.	.	.	X	.	.	.	.	.	.
176	17-08-327	.	.	X	.	.	.	.	.	.	.	.	.	.	.
177	17-08-328	.	.	.	.	.	.	.	.	.	.	.	.	.	.
178	17-08-329	X	.	.	.	.	.	.	.	.	.	.	.	.	.
179	17-08-330	.	.	.	.	.	.	.	.	.	.	.	.	.	.
180	17-08-331	.	.	.	.	.	.	.	.	.	.	.	.	.	.
181	17-08-400	.	.	.	.	.	.	.	.	.	.	.	.	.	.
182	17-08-401	X	.	.	.	.	.	.	.	.	.	.	.	.	.
183	17-08-402	.	.	.	.	.	.	.	.	.	.	.	.	.	.
184	17-08-403	.	.	.	.	.	.	.	.	.	.	.	.	.	.
185	17-08-404	.	.	.	.	.	.	.	.	.	.	.	.	.	.
186	17-08-405	X	.	.	.	.	.	.	.	.	.	.	.	.	.
187	17-08-406	.	.	.	.	.	.	.	.	.	.	.	.	.	.
188	17-08-407	.	.	.	.	.	.	.	.	.	.	.	.	.	.
189	17-08-408	.	.	.	.	.	.	.	.	.	.	.	.	.	.
190	17-08-409	.	.	.	.	.	.	.	.	.	.	.	.	.	.
191	17-08-410	.	.	.	.	.	.	.	.	.	.	.	.	.	.
192	17-08-411	.	.	.	.	.	.	.	.	.	.	.	.	.	.
193	17-08-412	.	.	.	.	.	.	.	X	.	.	.	.	.	.

LEGEND

- 1 Abandonment
- 2 Deleterious Land Use or Layout
- 3 Deterioration
- 4 Depreciation of Physical Maintenance
- 5 Dilapidation
- 6 Excessive Land Coverage
- 7 Illegal Use of Structures
- 8 Excessive Vacancies
- 9 Lack of Community Planning
- 10 Lack of Ventilation, Light, or Sanitary Facilities
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Table 1.
(To Eligibility Analysis For Kinzie Industrial Conservation
Area Redevelopment Plan And Project)

Distribution Of Blighting Factors For Improved Property.

(Page 5 of 5)

Map		Blighting Factors													
ID #	Block	1	2	3	4	5	6	7	8	9	10	11	12	13	14
194	17-08-413				•					•					•
195	17-08-414				•					•					•
196	17-08-415														
197	17-08-416		X		•		•		X	•		•		•	•
198	17-08-417		•		•					•		•		•	•
199	17-08-418		•		•					•		•		•	•
200	17-08-419		X		•		•			•		•		•	•
201	17-08-420		•		•		•			•		•		•	•
202	17-08-421		X		•		X		•	•		•		•	•
203	17-08-422		•		•					•		•		•	•
204	17-08-423		X	X	•		•		•	•		•		•	•
205	17-08-424		X		•		X		X	•		•		•	•
206	17-08-425		•		•		•			•		•		•	•
207	17-08-426			X	•					•		•		•	•
208	17-08-427		•		•					•		•		•	•
209	17-08-428		X		•				X	•		•		•	•
210	17-08-429		X	X	•				X	•		•		•	•
211	17-08-430		X		•		•		X	•		•		•	•
212	17-08-431		X		•				•	•		•		•	•
213	17-08-432		X		•		•			•		•		•	•
216	17-08-435		•		•		•			•		•		•	•
217	17-08-438									•		•		•	•
218	17-08-439		•		•					•		•		•	•
219	17-08-440		X		•				X	•		•		•	•
222	17-09-307		X				•			X		•			
223	17-09-310		•		•					X					
224	17-09-311		•		•		•			X		•			
	Total	25	184	70	210	19	81	0	76	113	23	165	3	163	72
	•	4	124	27	199	1	51	0	27	110	11	145	1	123	53
	X	21	60	43	11	18	30	0	49	3	12	20	2	40	19

Appendix "C".
(To Kinzie Industrial Conservation Area Tax
Increment Redevelopment Plan And Project)

1996 Equalized Assessed Valuation By Property Index Number.
(Page 1 of 47)

Appendix C:
1996 EAV By PIN

<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
			16-01-319	013-0000	\$2,644	16-01-321	002-0000	\$5,876
16-01-300	003-0000		16-01-319	014-0000	\$78,457	16-01-321	003-0000	\$5,405
16-01-318	001-0000	\$7,070	16-01-319	015-0000	\$69,556	16-01-321	004-0000	\$13,435
16-01-318	002-0000	\$8,958	16-01-319	016-0000	\$26,132	16-01-321	005-0000	\$10,277
16-01-318	005-0000	\$37,519	16-01-319	017-0000	\$44,927	16-01-321	006-0000	\$266,641
16-01-318	009-0000		16-01-319	018-0000	\$76,207	16-01-321	007-0000	\$83,989
16-01-318	010-0000	\$20,202	16-01-319	019-0000	\$53,341	16-01-321	008-0000	\$12,663
16-01-318	011-0000	\$8,882	16-01-319	020-0000	\$25,418	16-01-321	009-0000	\$13,917
16-01-318	012-0000	\$20,030	16-01-319	021-0000	\$4,766	16-01-321	011-0000	\$54,827
16-01-318	013-0000	\$15,692	16-01-319	022-0000	\$10,898	16-01-321	012-0000	\$54,698
16-01-318	014-0000	\$20,282	16-01-319	023-0000	\$129,775	16-01-321	014-0000	\$54,827
16-01-318	015-0000	\$20,215	16-01-319	025-0000	\$56,829	16-01-321	015-0000	\$54,827
16-01-318	016-0000	\$16,356	16-01-319	026-0000	\$173,814	16-01-321	016-0000	\$54,827
16-01-318	017-0000	\$13,239	16-01-320	006-0000	\$132,084	16-01-321	017-0000	\$13,979
16-01-318	018-0000	\$15,788	16-01-320	011-0000	\$15	16-01-321	018-0000	\$69,126
16-01-318	019-0000	\$19,946	16-01-320	014-0000	\$38,505	16-01-321	019-0000	\$26,743
16-01-318	020-0000	\$15,446	16-01-320	016-0000	\$118,410	16-01-321	020-0000	\$13,371
16-01-318	021-0000	\$18,517	16-01-320	017-0000	\$75,488	16-01-321	021-0000	\$54,827
16-01-318	022-0000	\$8,831	16-01-320	019-0000	\$82	16-01-321	022-0000	
16-01-318	023-0000		16-01-320	020-0000	\$480	16-01-321	023-0000	\$148,506
16-01-318	024-0000	\$7,475	16-01-320	021-0000	\$106,100	16-01-321	024-0000	\$80,181
16-01-318	025-0000	\$290,791	16-01-320	024-0000	\$67,516	16-01-323	001-0000	\$242,327
16-01-318	026-0000	\$288,315	16-01-320	025-0000	\$278,884	16-01-323	002-0000	\$7,107
16-01-318	027-0000	\$20,665	16-01-321	001-0000	\$13,050	16-01-323	005-0000	\$22,388

Appendix "C".
(To Kinzie Industrial Conservation Area Tax
Increment Redevelopment Plan And Project)

1996 Equalized Assessed Valuation By Property Index Number.
(Page 2 of 47)

<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-01-323	006-0000	\$19,090	16-12-100	036-0000	\$4,757	16-12-101	035-0000	\$1,782
16-01-500	001-0000		16-12-100	037-0000	\$125,879	16-12-101	036-0000	\$1,782
16-01-500	002-0000		16-12-100	038-0000	\$18,388	16-12-101	037-0000	\$1,919
16-12-100	004-0000	\$21,325	16-12-101	006-0000	\$4,246	16-12-101	039-0000	\$166,535
16-12-100	011-0000	\$2,371	16-12-101	007-0000	\$3,026	16-12-102	001-0000	\$43,230
16-12-100	012-0000	\$2,378	16-12-101	008-0000	\$3,351	16-12-102	002-0000	\$48,882
16-12-100	013-0000	\$8,531	16-12-101	009-0000	\$5,233	16-12-102	003-0000	\$48,882
16-12-100	014-0000	\$12,897	16-12-101	010-0000	\$5,117	16-12-102	004-0000	\$72,581
16-12-100	015-0000	\$22,287	16-12-101	011-0000	\$1,485	16-12-102	005-0000	
16-12-100	016-0000	\$11,469	16-12-101	012-0000	\$1,485	16-12-102	006-0000	\$4,442
16-12-100	019-0000	\$6,243	16-12-101	013-0000	\$8,204	16-12-102	007-0000	\$14,498
16-12-100	020-0000	\$4,994	16-12-101	014-0000	\$3,969	16-12-102	008-0000	\$5,858
16-12-100	021-0000	\$1,960	16-12-101	015-0000	\$6,325	16-12-102	009-0000	\$42,169
16-12-100	022-0000	\$9,653	16-12-101	016-0000	\$6,379	16-12-102	010-0000	\$17,928
16-12-100	023-0000	\$10,311	16-12-101	017-0000	\$605	16-12-102	011-0000	\$28,273
16-12-100	024-0000	\$2,566	16-12-101	018-0000	\$843	16-12-102	012-0000	\$2,378
16-12-100	025-0000	\$5,428	16-12-101	019-0000	\$1,661	16-12-102	013-0000	\$2,378
16-12-100	026-0000	\$9,551	16-12-101	020-0000	\$7,284	16-12-102	014-0000	\$5,680
16-12-100	027-0000	\$5,078	16-12-101	021-0000	\$891	16-12-102	015-0000	\$2,378
16-12-100	028-0000	\$1,485	16-12-101	022-0000		16-12-102	016-0000	\$2,378
16-12-100	029-0000	\$1,485	16-12-101	028-0000	\$10,397	16-12-102	017-0000	\$4,090
16-12-100	030-0000	\$5,731	16-12-101	029-0000	\$1,782	16-12-102	018-0000	\$2,096
16-12-100	031-0000	\$4,988	16-12-101	030-0000	\$10,819	16-12-102	019-0000	\$1,876
16-12-100	032-0000	\$1,485	16-12-101	031-0000	\$5,511	16-12-102	020-0000	\$5,112
16-12-100	033-0000	\$8,674	16-12-101	032-0000	\$1,782	16-12-102	021-0000	\$4,453
16-12-100	034-0000	\$0	16-12-101	033-0000		16-12-102	022-0000	\$1,485
16-12-100	035-0000	\$3,103	16-12-101	034-0000		16-12-102	023-0000	\$7,450

Appendix "C".
(To Kinzie Industrial Conservation Area Tax
Increment Redevelopment Plan And Project)

1996 Equalized Assessed Valuation By Property Index Number.
(Page 3 of 47)

<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-102	024-0000	\$9,696	16-12-103	011-0000	\$7,738	16-12-103	038-0000	\$1,782
16-12-102	025-0000	\$4,408	16-12-103	012-0000	\$7,776	16-12-103	039-0000	\$1,782
16-12-102	026-0000	\$10,283	16-12-103	013-0000	\$373	16-12-103	040-0000	\$6,179
16-12-102	027-0000	\$1,351	16-12-103	014-0000	\$7,776	16-12-103	041-0000	\$41,932
16-12-102	028-0000	\$2,053	16-12-103	015-0000	\$4,458	16-12-103	042-0000	\$41,932
16-12-102	029-0000	\$3,787	16-12-103	016-0000	\$12,968	16-12-103	043-0000	\$55,598
16-12-102	030-0000	\$5,196	16-12-103	017-0000	\$5,024	16-12-104	001-0000	
16-12-102	031-0000	\$1,485	16-12-103	018-0000	\$1,485	16-12-104	003-0000	\$198,223
16-12-102	032-0000	\$5,462	16-12-103	019-0000	\$1,485	16-12-104	005-0000	\$197,999
16-12-102	033-0000	\$10,169	16-12-103	020-0000	\$12,181	16-12-104	006-0000	\$268,963
16-12-102	034-0000	\$5,942	16-12-103	021-0000	\$3,793	16-12-104	007-0000	\$203,486
16-12-102	035-0000	\$4,522	16-12-103	022-0000	\$3,670	16-12-105	001-0000	\$43,034
16-12-102	036-0000	\$1,485	16-12-103	023-0000	\$6,658	16-12-105	002-0000	\$63,350
16-12-102	037-0000	\$345	16-12-103	024-0000	\$6,658	16-12-105	003-0000	\$2,375
16-12-102	038-0000	\$3,414	16-12-103	025-0000	\$2,556	16-12-105	004-0000	\$2,160
16-12-102	039-0000	\$1,485	16-12-103	026-0000	\$3,742	16-12-105	005-0000	\$2,160
16-12-102	040-0000		16-12-103	027-0000	\$4,942	16-12-105	006-0000	\$2,160
16-12-103	001-0000	\$1,065	16-12-103	028-0000	\$4,845	16-12-105	007-0000	\$2,160
16-12-103	002-0000	\$1,065	16-12-103	029-0000	\$6,008	16-12-105	008-0000	\$2,160
16-12-103	003-0000	\$1,065	16-12-103	030-0000	\$7,765	16-12-105	009-0000	\$2,160
16-12-103	004-0000	\$1,065	16-12-103	031-0000	\$4,934	16-12-105	010-0000	\$2,160
16-12-103	005-0000	\$1,065	16-12-103	032-0000	\$48,103	16-12-105	011-0000	\$4,321
16-12-103	006-0000	\$7,583	16-12-103	033-0000		16-12-105	012-0000	\$18,937
16-12-103	007-0000	\$1,485	16-12-103	034-0000	\$9,939	16-12-105	013-0000	\$19,606
16-12-103	008-0000	\$1,485	16-12-103	035-0000	\$1,782	16-12-105	021-0000	\$4,803
16-12-103	009-0000	\$4,744	16-12-103	036-0000		16-12-105	022-0000	\$11,008
16-12-103	010-0000	\$3,193	16-12-103	037-0000	\$3,877	16-12-105	023-0000	\$195,955

Appendix "C".
 (To Kinzie Industrial Conservation Area Tax
 Increment Redevelopment Plan And Project)

1996 Equalized Assessed Valuation By Property Index Number.
 (Page 4 of 47)

<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-106	001-0000	\$29,842	16-12-106	034-0000	\$11,664	16-12-107	026-0000	\$3,742
16-12-106	002-0000	\$2,971	16-12-106	035-0000		16-12-107	027-0000	\$1,870
16-12-106	003-0000	\$12,749	16-12-106	036-0000		16-12-107	028-0000	\$1,870
16-12-106	004-0000	\$8,430	16-12-106	037-0000	\$61,861	16-12-107	029-0000	\$6,026
16-12-106	005-0000	\$3,073	16-12-107	001-0000	\$3,075	16-12-107	030-0000	\$9,995
16-12-106	006-0000		16-12-107	002-0000	\$277	16-12-107	031-0000	\$1,870
16-12-106	007-0000	\$12,772	16-12-107	003-0000	\$5,659	16-12-107	032-0000	\$1,870
16-12-106	008-0000	\$5,668	16-12-107	004-0000	\$3,211	16-12-107	033-0000	\$1,870
16-12-106	009-0000	\$4,819	16-12-107	005-0000	\$3,888	16-12-107	034-0000	\$9,125
16-12-106	010-0000	\$4,673	16-12-107	006-0000	\$3,391	16-12-107	035-0000	\$3,948
16-12-106	011-0000	\$2,961	16-12-107	007-0000	\$3,177	16-12-107	036-0000	
16-12-106	012-0000	\$5,196	16-12-107	008-0000	\$3,684	16-12-108	001-0000	\$36,200
16-12-106	013-0000	\$4,846	16-12-107	009-0000	\$1,485	16-12-108	002-0000	\$37,358
16-12-106	014-0000	\$3,146	16-12-107	010-0000	\$1,485	16-12-108	003-0000	\$31,490
16-12-106	015-0000	\$1,080	16-12-107	011-0000	\$622	16-12-108	004-0000	\$41,061
16-12-106	016-0000	\$2,883	16-12-107	012-0000	\$1,478	16-12-108	005-0000	\$40,415
16-12-106	017-0000	\$5,916	16-12-107	013-0000	\$1,427	16-12-108	006-0000	\$39,858
16-12-106	018-0000	\$5,733	16-12-107	014-0000	\$2,961	16-12-108	007-0000	\$1,657
16-12-106	021-0000	\$14,360	16-12-107	015-0000	\$454	16-12-108	008-0000	\$1,549
16-12-106	022-0000	\$9,282	16-12-107	016-0000	\$5,341	16-12-108	009-0000	
16-12-106	023-0000	\$5,895	16-12-107	019-0000	\$3,049	16-12-108	010-0000	\$6,852
16-12-106	024-0000	\$5,155	16-12-107	020-0000	\$3,049	16-12-108	011-0000	\$1,549
16-12-106	029-0000	\$132,977	16-12-107	021-0000	\$9,128	16-12-108	012-0000	\$1,549
16-12-106	030-0000	\$6,448	16-12-107	022-0000	\$1,485	16-12-108	013-0000	\$4,460
16-12-106	031-0000	\$456	16-12-107	023-0000	\$1,485	16-12-108	014-0000	\$10,978
16-12-106	032-0000	\$11,262	16-12-107	024-0000	\$9,087	16-12-108	015-0000	\$21,502
16-12-106	033-0000	\$2,272	16-12-107	025-0000	\$6,456	16-12-108	016-0000	\$701

Appendix "C".
(To Kinzie Industrial Conservation Area Tax
Increment Redevelopment Plan And Project)

1996 Equalized Assessed Valuation By Property Index Number.
(Page 5 of 47)

<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-108	017-0000	\$9,166	16-12-109	011-0000	\$2,139	16-12-110	029-0000	\$2,655
16-12-108	018-0000	\$4,594	16-12-109	012-0000	\$523	16-12-110	030-0000	
16-12-108	019-0000	\$22,690	16-12-109	013-0000	\$2,139	16-12-110	031-0000	
16-12-108	020-0000	\$8,852	16-12-109	014-0000		16-12-110	032-0000	
16-12-108	021-0000	\$1,874	16-12-109	015-0000	\$2,139	16-12-111	008-0000	\$27,703
16-12-108	022-0000	\$6,107	16-12-109	016-0000		16-12-111	009-0000	
16-12-108	023-0000	\$31,484	16-12-109	017-0000	\$8,717	16-12-111	010-0000	\$4,417
16-12-108	024-0000	\$59,824	16-12-109	018-0000	\$1,485	16-12-111	011-0000	\$1,041
16-12-108	025-0000	\$19,559	16-12-109	019-0000	\$1,257	16-12-111	012-0000	\$1,041
16-12-108	026-0000	\$19,559	16-12-109	020-0000	\$2,595	16-12-111	013-0000	\$1,041
16-12-108	027-0000	\$4,958	16-12-109	021-0000	\$0	16-12-111	014-0000	\$1,041
16-12-108	028-0000	\$4,958	16-12-109	022-0000	\$1,485	16-12-111	015-0000	\$1,041
16-12-108	029-0000	\$34,815	16-12-109	023-0000	\$8,742	16-12-111	016-0000	\$1,041
16-12-108	030-0000	\$34,317	16-12-109	024-0000	\$367	16-12-111	017-0000	
16-12-108	031-0000	\$34,317	16-12-109	025-0000	\$2,867	16-12-111	020-0000	
16-12-108	032-0000	\$34,317	16-12-109	027-0000		16-12-112	020-0000	
16-12-108	033-0000	\$185,464	16-12-109	028-0000	\$15,256	16-12-112	021-0000	\$6,094
16-12-109	001-0000		16-12-110	007-0000	\$3,664	16-12-112	022-0000	\$1,526
16-12-109	002-0000	\$3,656	16-12-110	008-0000		16-12-112	023-0000	\$3,053
16-12-109	003-0000	\$3,664	16-12-110	009-0000		16-12-112	024-0000	\$3,053
16-12-109	004-0000	\$5,493	16-12-110	020-0000		16-12-112	025-0000	
16-12-109	005-0000	\$904	16-12-110	021-0000	\$8,648	16-12-112	026-0000	\$5,325
16-12-109	006-0000	\$5,726	16-12-110	022-0000	\$2,913	16-12-112	027-0000	\$7,456
16-12-109	007-0000	\$17,484	16-12-110	023-0000	\$1,485	16-12-112	028-0000	\$194,587
16-12-109	008-0000		16-12-110	024-0000	\$1,579	16-12-113	023-0000	\$17,201
16-12-109	009-0000		16-12-110	025-0000	\$2,869	16-12-113	024-0000	\$303,981
16-12-109	010-0000	\$17,007	16-12-110	028-0000	\$5,153	16-12-113	031-0000	\$31,869

Appendix "C"
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Block	PIN	EAV	Block	PIN	EAV	Block	PIN	EAV
16-12-113	032-0000	\$1,338,265	16-12-200	018-0000	\$123,940	16-12-220	001-0000	\$14,655
16-12-114	001-0000		16-12-200	019-0000		16-12-220	002-0000	\$12,938
16-12-114	002-0000	\$3,316	16-12-200	020-0000		16-12-220	003-0000	\$10,802
16-12-114	005-0000	\$3,735	16-12-200	021-0000	\$695,227	16-12-220	004-0000	\$10,233
16-12-114	010-0000	\$39,094	16-12-200	022-0000	\$72,968	16-12-220	005-0000	\$3,929
16-12-114	011-0000		16-12-204	001-0000	\$664,507	16-12-220	008-0000	\$54,485
16-12-114	013-0000	\$2,810	16-12-211	002-0000		16-12-220	009-0000	\$5,889
16-12-114	014-0000	\$58,939	16-12-211	003-0000	\$471,808	16-12-220	010-0000	\$3,710
16-12-114	015-0000		16-12-211	004-0000	\$222,135	16-12-220	011-0000	\$3,710
16-12-114	018-0000		16-12-211	005-0000	\$463,422	16-12-220	012-0000	\$3,710
16-12-114	019-0000	\$274,652	16-12-215	002-0000		16-12-220	013-0000	\$3,710
16-12-114	020-0000		16-12-215	006-0000	\$138,432	16-12-220	014-0000	\$24,854
16-12-114	021-0000	\$207,788	16-12-215	008-0000	\$565,363	16-12-220	015-0000	\$24,854
16-12-114	022-0000		16-12-215	009-0000		16-12-220	016-0000	\$5,304
16-12-114	023-0000	\$243,189	16-12-215	010-0000		16-12-220	019-0000	\$2,797
16-12-200	001-0000	\$21,532	16-12-216	001-0000		16-12-220	020-0000	\$3,807
16-12-200	002-0000	\$15,251	16-12-219	011-0000	\$6,879	16-12-220	021-0000	\$3,807
16-12-200	003-0000	\$31,317	16-12-219	012-0000	\$0	16-12-220	022-0000	\$6,395
16-12-200	004-0000	\$13,546	16-12-219	013-0000	\$3,631	16-12-220	023-0000	\$34,662
16-12-200	006-0000	\$23,330	16-12-219	014-0000	\$4,955	16-12-220	024-0000	\$34,662
16-12-200	007-0000	\$16,133	16-12-219	015-0000	\$5,953	16-12-220	025-0000	\$16,478
16-12-200	008-0000	\$50,272	16-12-219	016-0000	\$2,499	16-12-220	026-0000	\$16,478
16-12-200	009-0000	\$14,162	16-12-219	017-0000	\$2,768	16-12-220	027-0000	\$16,478
16-12-200	010-0000	\$7,068	16-12-219	025-0000	\$34,881	16-12-220	028-0000	\$16,478
16-12-200	011-0000	\$7,068	16-12-219	026-0000	\$11,542	16-12-220	029-0000	\$6,655
16-12-200	012-0000	\$6,485	16-12-219	028-0000	\$480,326	16-12-220	030-0000	\$105,046
16-12-200	013-0000	\$6,485	16-12-219	029-0000	\$26,186	16-12-220	031-0000	\$568

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-221	001-0000		16-12-301	003-0000	\$602	16-12-303	001-0000	\$10,847
16-12-221	002-0000		16-12-301	004-0000	\$602	16-12-303	002-0000	\$10,847
16-12-221	003-0000		16-12-301	005-0000	\$602	16-12-303	003-0000	\$40,368
16-12-221	004-0000		16-12-301	006-0000	\$602	16-12-303	004-0000	\$1,958
16-12-222	001-0000	\$19,169	16-12-301	007-0000	\$602	16-12-303	005-0000	\$38,905
16-12-222	002-0000	\$26,287	16-12-301	008-0000	\$602	16-12-303	006-0000	\$43,654
16-12-222	003-0000	\$26,287	16-12-301	009-0000	\$602	16-12-303	007-0000	\$57,894
16-12-222	004-0000	\$26,287	16-12-301	010-0000	\$602	16-12-303	008-0000	\$56,140
16-12-222	005-0000	\$26,287	16-12-301	011-0000	\$602	16-12-303	009-0000	\$16,121
16-12-222	006-0000	\$26,287	16-12-301	012-0000	\$620	16-12-303	011-0000	\$7,349
16-12-222	008-0000	\$3,621	16-12-301	013-0000	\$602	16-12-303	012-0000	\$11,249
16-12-222	009-0000		16-12-301	014-0000	\$602	16-12-303	013-0000	\$11,301
16-12-222	010-0000	\$50,083	16-12-301	015-0000	\$602	16-12-303	014-0000	\$11,301
16-12-222	011-0000	\$17,162	16-12-301	016-0000	\$572	16-12-303	015-0000	\$10,675
16-12-222	012-0000	\$172,082	16-12-301	017-0000	\$572	16-12-303	016-0000	\$10,685
16-12-222	013-0000	\$12,603	16-12-301	018-0000	\$572	16-12-303	017-0000	\$890
16-12-222	014-0000	\$2,367	16-12-301	019-0000	\$5,336	16-12-303	018-0000	\$11,832
16-12-300	002-0000		16-12-301	020-0000	\$5,336	16-12-303	019-0000	\$11,174
16-12-300	003-0000	\$27,809	16-12-301	021-0000	\$5,470	16-12-303	020-0000	\$6,769
16-12-300	004-0000	\$14,365	16-12-301	024-0000	\$68,940	16-12-303	021-0000	\$7,006
16-12-300	005-0000	\$1,467	16-12-301	025-0000	\$98,115	16-12-303	022-0000	
16-12-300	011-0000	\$9,945	16-12-301	026-0000	\$24,930	16-12-303	023-0000	\$9,087
16-12-300	013-0000	\$51,768	16-12-301	027-0000	\$86,311	16-12-303	024-0000	\$8,207
16-12-300	014-0000	\$3,535	16-12-302	001-0000	\$227,734	16-12-303	027-0000	\$7,910
16-12-300	015-0000		16-12-302	006-0000	\$43,574	16-12-303	028-0000	
16-12-301	001-0000	\$602	16-12-302	007-0000	\$8,721	16-12-303	029-0000	\$3,275
16-12-301	002-0000	\$602	16-12-302	008-0000	\$106,335	16-12-303	030-0000	\$41,922

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-304	0001 -000	\$75,353	16-12-306	006 -0000	\$1,894	16-12-306	033-0000	\$3,986
16-12-304	002 -0000	\$71,725	16-12-306	007 -0000	\$3,935	16-12-306	034-0000	\$6,978
16-12-304	003 -0000	\$4,602	16-12-306	008 -0000	\$38,933	16-12-306	035-0000	\$215
16-12-304	004 -0000	\$1,007	16-12-306	009 -0000	\$66,460	16-12-306	036-0000	\$10,107
16-12-304	005 -0000	\$1,039	16-12-306	010 -0000	\$20,955	16-12-306	037-0000	\$7,406
16-12-304	007-0000	\$1,799	16-12-306	011 -0000	\$20,861	16-12-306	038-0000	\$2,203
16-12-304	008-0000	\$1,272	16-12-306	012 -0000	\$21,220	16-12-306	039-0000	\$2,982
16-12-304	009-0000	\$19,959	16-12-306	013 -0000	\$105,414	16-12-306	040-0000	\$2,160
16-12-305	001 -0000	\$64,243	16-12-306	014 -0000	\$52,146	16-12-306	041-0000	\$1,198
16-12-305	002 -0000	\$148,736	16-12-306	015 -0000	\$0	16-12-306	042-0000	\$1,198
16-12-305	003 -0000	\$17,009	16-12-306	016 -0000	\$684	16-12-306	043-0000	\$0
16-12-305	004-0000	\$29,945	16-12-306	017 -0000	\$3,587	16-12-306	044-0000	\$2,565
16-12-305	005-0000	\$2,771	16-12-306	018 -0000	\$2,257	16-12-306	045-0000	\$0
16-12-305	006-0000	\$1,065	16-12-306	019 -0000	\$1,806	16-12-306	046-0000	\$6,147
16-12-305	007-0000	\$1,041	16-12-306	020-0000		16-12-306	047-0000	\$1,044
16-12-305	008-0000	\$1,007	16-12-306	021 -0000	\$3,905	16-12-306	048-0000	\$6,147
16-12-305	009-0000	\$7,656	16-12-306	022 -0000	\$3,815	16-12-306	049-0000	\$6,778
16-12-305	010-0000	\$7,593	16-12-306	023 -0000	\$4,155	16-12-307	003-0000	\$96,261
16-12-305	011-0000	\$1,011	16-12-306	024-0000	\$1,990	16-12-307	004-0000	\$96,261
16-12-305	012-0000	\$7,813	16-12-306	025-0000	\$1,250	16-12-307	005-0000	\$1,336
16-12-305	013-0000	\$43,086	16-12-306	026-0000	\$9,041	16-12-307	006-0000	\$5,162
16-12-305	014-0000	\$10,870	16-12-306	027-0000	\$8,714	16-12-307	007-0000	\$1,322
16-12-306	001 -0000	\$635	16-12-306	028-0000	\$1,250	16-12-307	008-0000	\$4,912
16-12-306	002 -0000	\$3,836	16-12-306	029-0000	\$6,338	16-12-307	010-0000	\$3,540
16-12-306	003 -0000	\$3,839	16-12-306	030-0000	\$4,445	16-12-307	011-0000	\$7,770
16-12-306	004 -0000	\$4,241	16-12-306	031-0000	\$8,316	16-12-307	012-0000	\$7,273
16-12-306	005 -0000	\$3,836	16-12-306	032-0000	\$8,486	16-12-307	013-0000	\$9,528

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-307	014-0000	\$5,409	16-12-308	016-0000	\$1,171	16-12-308	049-0000	\$5,513
16-12-307	015-0000	\$5,823	16-12-308	017-0000		16-12-308	050-0000	\$9,577
16-12-307	016-0000		16-12-308	024-0000		16-12-308	052-0000	
16-12-307	017-0000	\$77,947	16-12-308	025-0000		16-12-308	053-0000	
16-12-307	018-0000	\$105,528	16-12-308	026-0000	\$1,948	16-12-308	054-0000	
16-12-307	019-0000		16-12-308	027-0000		16-12-308	055-0000	
16-12-307	020-0000	\$8,336	16-12-308	028-0000	\$5,657	16-12-308	058-0000	
16-12-307	021-0000	\$639	16-12-308	029-0000	\$0	16-12-309	002-0000	\$2,243
16-12-307	022-0000	\$86,944	16-12-308	030-0000	\$1,493	16-12-309	003-0000	\$8,899
16-12-307	023-0000	\$61,435	16-12-308	031-0000	\$6,494	16-12-309	004-0000	\$1,450
16-12-307	024-0000	\$91,888	16-12-308	032-0000	\$5,655	16-12-309	005-0000	\$6,885
16-12-307	025-0000		16-12-308	033-0000	\$5,820	16-12-309	006-0000	\$7,337
16-12-308	001-0000		16-12-308	034-0000	\$895	16-12-309	007-0000	\$1,166
16-12-308	002-0000	\$157	16-12-308	035-0000	\$5,211	16-12-309	008-0000	\$9,297
16-12-308	003-0000	\$5,545	16-12-308	036-0000	\$7,621	16-12-309	009-0000	\$457
16-12-308	004-0000	\$193	16-12-308	037-0000		16-12-309	010-0000	\$2,566
16-12-308	005-0000	\$5,771	16-12-308	038-0000	\$975	16-12-309	011-0000	\$6,728
16-12-308	006-0000	\$2,645	16-12-308	039-0000	\$1,350	16-12-309	012-0000	\$293
16-12-308	007-0000	\$7,692	16-12-308	040-0000	\$975	16-12-309	013-0000	\$3,303
16-12-308	008-0000	\$6,700	16-12-308	041-0000	\$975	16-12-309	014-0000	\$7,053
16-12-308	009-0000	\$1,218	16-12-308	042-0000	\$975	16-12-309	015-0000	\$3,136
16-12-308	010-0000	\$1,218	16-12-308	043-0000		16-12-309	016-0000	\$229
16-12-308	011-0000	\$2,102	16-12-308	044-0000		16-12-309	017-0000	\$5,181
16-12-308	012-0000	\$2,171	16-12-308	045-0000	\$975	16-12-309	018-0000	\$8,710
16-12-308	013-0000		16-12-308	046-0000		16-12-309	019-0000	\$8,912
16-12-308	014-0000		16-12-308	047-0000	\$6,410	16-12-309	020-0000	\$8,710
16-12-308	015-0000	\$1,171	16-12-308	048-0000		16-12-309	021-0000	\$6,880

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-309	022-0000	\$5,861	16-12-310	017-0000	\$5,063	16-12-310	044-0000	\$1,183
16-12-309	023-0000	\$3,498	16-12-310	018-0000	\$2,401	16-12-310	045-0000	
16-12-309	024-0000	\$6,367	16-12-310	019-0000	\$360	16-12-310	046-0000	\$1,962
16-12-309	025-0000	\$6,134	16-12-310	020-0000	\$5,332	16-12-311	001-0000	\$1,250
16-12-309	026-0000	\$6,373	16-12-310	021-0000	\$1,648	16-12-311	002-0000	\$1,250
16-12-309	027-0000	\$6,373	16-12-310	022-0000		16-12-311	003-0000	\$1,770
16-12-309	028-0000	\$3,303	16-12-310	023-0000	\$2,500	16-12-311	004-0000	\$8,140
16-12-309	029-0000	\$7,025	16-12-310	024-0000		16-12-311	005-0000	\$1,250
16-12-309	030-0000	\$3,601	16-12-310	025-0000	\$3,726	16-12-311	006-0000	\$4,084
16-12-309	031-0000		16-12-310	026-0000	\$335	16-12-311	007-0000	\$5,375
16-12-309	032-0000	\$2,584	16-12-310	027-0000	\$6,339	16-12-311	008-0000	\$13,945
16-12-310	001-0000	\$44,183	16-12-310	028-0000	\$6,502	16-12-311	009-0000	\$26,322
16-12-310	002-0000	\$1,433	16-12-310	029-0000	\$6,610	16-12-311	010-0000	\$26,309
16-12-310	003-0000	\$1,177	16-12-310	030-0000	\$2,916	16-12-311	011-0000	\$58,713
16-12-310	004-0000	\$1,143	16-12-310	031-0000	\$1,175	16-12-311	012-0000	\$45,196
16-12-310	005-0000	\$1,356	16-12-310	032-0000	\$83	16-12-311	013-0000	\$60,200
16-12-310	006-0000	\$1,250	16-12-310	033-0000	\$6,806	16-12-311	015-0000	\$960
16-12-310	007-0000	\$1,250	16-12-310	034-0000	\$0	16-12-311	016-0000	\$3,422
16-12-310	008-0000	\$1,250	16-12-310	035-0000	\$0	16-12-311	017-0000	\$3,954
16-12-310	009-0000	\$1,242	16-12-310	036-0000	\$826	16-12-311	018-0000	\$38,589
16-12-310	010-0000	\$6,175	16-12-310	037-0000		16-12-311	019-0000	\$3,827
16-12-310	011-0000	\$5,173	16-12-310	038-0000	\$4,831	16-12-311	020-0000	\$4,082
16-12-310	012-0000	\$1,601	16-12-310	039-0000	\$4,822	16-12-311	021-0000	\$46,199
16-12-310	013-0000	\$7,105	16-12-310	040-0000	\$1,136	16-12-311	022-0000	\$4,126
16-12-310	014-0000	\$4,463	16-12-310	041-0000		16-12-311	023-0000	\$2,196
16-12-310	015-0000	\$2,952	16-12-310	042-0000	\$1,136	16-12-311	024-0000	\$663
16-12-310	016-0000	\$1,198	16-12-310	043-0000	\$10,410	16-12-311	025-0000	\$8,405

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-311	026-0000	\$1,289	16-12-311	056-0000	\$476	16-12-312	022-0000	\$21,853
16-12-311	027-0000	\$6,625	16-12-311	057-0000	\$476	16-12-312	027-0000	
16-12-311	028-0000	\$3,194	16-12-311	058-0000		16-12-312	029-0000	
16-12-311	029-0000	\$4,821	16-12-311	059-0000	\$1,731	16-12-312	030-0000	\$1,655
16-12-311	030-0000	\$7,195	16-12-311	060-0000		16-12-312	031-0000	\$4,372
16-12-311	031-0000		16-12-311	061-0000	\$443	16-12-312	032-0000	\$4,445
16-12-311	035-0000	\$351	16-12-311	062-0000	\$465	16-12-312	033-0000	\$4,478
16-12-311	036-0000	\$325	16-12-311	063-0000	\$519	16-12-312	034-0000	\$6,425
16-12-311	037-0000	\$331	16-12-311	064-0000	\$854	16-12-312	035-0000	\$1,442
16-12-311	038-0000	\$460	16-12-311	065-0000	\$3,901	16-12-312	036-0000	
16-12-311	039-0000	\$577	16-12-311	066-0000		16-12-312	041-0000	
16-12-311	040-0000	\$572	16-12-312	001-0000		16-12-312	042-0000	\$45,315
16-12-311	041-0000	\$572	16-12-312	002-0000		16-12-313	001-0000	\$3,107
16-12-311	042-0000	\$572	16-12-312	008-0000	\$8,848	16-12-313	002-0000	\$6,791
16-12-311	043-0000	\$572	16-12-312	009-0000		16-12-313	003-0000	\$1,392
16-12-311	044-0000	\$575	16-12-312	010-0000		16-12-313	004-0000	\$5,655
16-12-311	045-0000	\$635	16-12-312	011-0000	\$3,922	16-12-313	005-0000	\$3,267
16-12-311	046-0000	\$669	16-12-312	012-0000		16-12-313	006-0000	\$3,361
16-12-311	047-0000	\$602	16-12-312	013-0000	\$39,996	16-12-313	007-0000	\$5,990
16-12-311	048-0000	\$600	16-12-312	014-0000	\$38,408	16-12-313	008-0000	\$5,655
16-12-311	049-0000	\$600	16-12-312	015-0000	\$38,421	16-12-313	009-0000	\$6,018
16-12-311	050-0000	\$598	16-12-312	016-0000	\$16,486	16-12-313	010-0000	\$6,134
16-12-311	051-0000	\$605	16-12-312	017-0000	\$10,272	16-12-313	011-0000	\$3,419
16-12-311	052-0000	\$665	16-12-312	018-0000	\$36,882	16-12-313	012-0000	\$11,083
16-12-311	053-0000	\$1,017	16-12-312	019-0000	\$1,158	16-12-313	013-0000	\$11,159
16-12-311	054-0000	\$458	16-12-312	020-0000	\$1,310	16-12-313	014-0000	\$11,208
16-12-311	055-0000	\$476	16-12-312	021-0000		16-12-313	015-0000	\$11,133

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-313	016-0000	\$1,250	16-12-314	009-0000	\$4,727	16-12-314	038 -0000	\$49,661
16-12-313	017-0000		16-12-314	010-0000	\$2,391	16-12-314	040 -0000	\$12,533
16-12-313	018-0000	\$7,025	16-12-314	011-0000	\$2,391	16-12-314	041 -0000	\$1,183
16-12-313	019-0000	\$2,187	16-12-314	012-0000	\$3,974	16-12-314	042-0000	
16-12-313	020-0000	\$2,341	16-12-314	013-0000	\$2,695	16-12-314	043 -0000	\$2,364
16-12-313	021-0000	\$3,201	16-12-314	014-0000	\$2,556	16-12-314	044 -0000	\$34,464
16-12-313	022-0000	\$8,856	16-12-314	015-0000	\$2,415	16-12-314	045-0000	\$1,893
16-12-313	023-0000	\$2,009	16-12-314	016-0000	\$2,165	16-12-314	046-0000	\$1,603
16-12-313	024-0000	\$2,791	16-12-314	017-0000	\$2,609	16-12-314	047-0000	\$1,601
16-12-313	025-0000	\$3,218	16-12-314	018-0000	\$0	16-12-314	048-0000	\$1,253
16-12-313	026-0000	\$9,259	16-12-314	019-0000	\$2,211	16-12-314	049-0000	\$1,253
16-12-313	027 -0000	\$45,175	16-12-314	020-0000	\$4,557	16-12-314	050-0000	\$1,253
16-12-313	028 -0000	\$3,133	16-12-314	021-0000	\$5,971	16-12-314	051-0000	\$1,262
16-12-313	029- 0000	\$34,040	16-12-314	022-0000	\$3,334	16-12-314	053 -0000	\$131,891
16-12-313	030- 0000	\$5,037	16-12-314	023-0000	\$7,445	16-12-314	054 -0000	\$67,645
16-12-313	031 -0000	\$33,577	16-12-314	024 -0000	\$5,017	16-12-314	055 -0000	\$9,407
16-12-313	032-0000	\$36,140	16-12-314	025 -0000	\$5,332	16-12-314	056 -0000	\$1,192
16-12-313	033- 0000	\$3,133	16-12-314	026 -0000	\$1,153	16-12-314	057 -0000	\$4,075
16-12-313	034 -0000	\$1,564	16-12-314	027 -0000	\$1,201	16-12-315	001 -0000	\$2,823
16-12-313	035- 0000	\$2,545	16-12-314	028 -0000	\$1,162	16-12-315	002 -0000	\$1,439
16-12-314	002-0000	\$4,343	16-12-314	029-0000	\$2,356	16-12-315	003-0000	\$3,765
16-12-314	003-0000	\$8,714	16-12-314	030 -0000	\$3,195	16-12-315	004 -0000	\$1,439
16-12-314	004-0000	\$5,489	16-12-314	031 -0000	\$1,076	16-12-315	005 -0000	\$16,846
16-12-314	005-0000	\$9,110	16-12-314	032-0000		16-12-315	006 -0000	\$3,277
16-12-314	006-0000	\$7,763	16-12-314	033 -0000	\$24,923	16-12-315	007 -0000	\$2,036
16-12-314	007-0000	\$0	16-12-314	034 -0000	\$111,331	16-12-315	008 -0000	\$822
16-12-314	008-0000	\$10,190	16-12-314	035 -0000	\$25,117	16-12-315	009 -0000	\$310

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
6-12-315	012-0000	\$4,407	16-12-316	011-0000	\$1,005	16-12-317	011-0000	\$17,851
6-12-315	013-0000	\$2,199	16-12-316	012-0000	\$41,233	16-12-317	012-0000	\$3,347
6-12-315	014-0000	\$2,193	16-12-316	013-0000	\$665	16-12-317	013-0000	\$39,333
6-12-315	015-0000	\$2,188	16-12-316	014-0000	\$1,289	16-12-317	014-0000	\$33,117
6-12-315	016-0000	\$10,797	16-12-316	015-0000		16-12-317	015-0000	\$2,104
6-12-315	017-0000	\$9,226	16-12-316	016-0000		16-12-317	016-0000	\$20,112
6-12-315	018-0000	\$10,203	16-12-316	017-0000	\$12,385	16-12-317	017-0000	\$2,046
6-12-315	019-0000	\$0	16-12-316	018-0000		16-12-317	018-0000	\$1,676
6-12-315	020-0000	\$0	16-12-316	019-0000	\$1,289	16-12-317	019-0000	\$6,425
6-12-315	021-0000	\$5,313	16-12-316	020-0000		16-12-318	001-0000	
6-12-315	022-0000	\$39,473	16-12-316	021-0000	\$1,289	16-12-318	002-0000	
6-12-315	023-0000		16-12-316	022-0000	\$1,764	16-12-318	003-0000	
16-12-315	024-0000		16-12-316	023-0000	\$64,641	16-12-319	002-0000	\$27,714
16-12-315	025-0000	\$2,797	16-12-316	024-0000	\$8,818	16-12-319	003-0000	\$1,175
16-12-315	026-0000		16-12-316	025-0000	\$64,695	16-12-319	005-0000	
16-12-315	027-0000		16-12-316	026-0000		16-12-319	007-0000	\$5,903
16-12-315	028-0000	\$5,117	16-12-316	027-0000		16-12-319	008-0000	\$6,252
16-12-316	001-0000	\$148	16-12-317	001-0000	\$15,550	16-12-319	009-0000	\$1,300
16-12-316	002-0000	\$3,984	16-12-317	002-0000	\$2,959	16-12-319	010-0000	\$8,379
16-12-316	003-0000	\$1,181	16-12-317	003-0000	\$158,217	16-12-319	011-0000	
16-12-316	004-0000	\$5,122	16-12-317	004-0000	\$26,836	16-12-319	012-0000	
16-12-316	005-0000	\$2,325	16-12-317	005-0000	\$6,756	16-12-319	013-0000	
16-12-316	006-0000	\$0	16-12-317	006-0000	\$5,119	16-12-319	014-0000	
16-12-316	007-0000	\$1,005	16-12-317	007-0000	\$22,937	16-12-319	015-0000	\$4,233
16-12-316	008-0000	\$1,803	16-12-317	008-0000	\$6,274	16-12-319	016-0000	\$7,729
16-12-316	009-0000	\$925	16-12-317	009-0000	\$21,244	16-12-319	017-0000	\$9,866
16-12-316	010-0000	\$1,885	16-12-317	010-0000	\$12,252	16-12-319	018-0000	\$75,768

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-319	019-0000	\$75,768	16-12-321	048-0000		16-12-400	013-0000	\$211,940
16-12-320	001-0000	\$414,501	16-12-321	049-0000		16-12-400	014-0000	
16-12-320	002-0000	\$75,467	16-12-321	050-0000		16-12-400	015-0000	
16-12-320	003-0000	\$75,424	16-12-322	001-0000	\$4,026	16-12-400	016-0000	\$240,792
16-12-320	004-0000	\$75,381	16-12-322	002-0000	\$19,630	16-12-401	001-0000	
16-12-320	005-0000	\$73,883	16-12-322	003-0000	\$24,747	16-12-401	003-0000	\$215,521
16-12-320	006-0000	\$118,531	16-12-322	004-0000	\$24,747	16-12-401	004-0000	\$33,267
16-12-320	007-0000	\$12,729	16-12-322	005-0000	\$35,778	16-12-401	005-0000	\$10,427
16-12-320	008-0000	\$5,409	16-12-322	006-0000	\$35,778	16-12-401	006-0000	\$7,974
16-12-320	009-0000	\$175,202	16-12-322	007-0000	\$4,185	16-12-401	007-0000	\$7,974
16-12-320	010-0000	\$338,647	16-12-322	008-0000	\$4,245	16-12-401	008-0000	\$10,524
16-12-320	014-0000	\$2,399	16-12-323	001-0000	\$24,157	16-12-401	009-0000	\$12,454
16-12-320	015-0000	\$2,227	16-12-323	002-0000	\$2,277	16-12-401	010-0000	\$23,071
16-12-320	016-0000	\$1,541	16-12-323	003-0000	\$4,062	16-12-401	011-0000	\$12,146
16-12-320	017-0000	\$2,399	16-12-323	004-0000	\$2,264	16-12-401	012-0000	\$12,146
16-12-320	018-0000	\$4,443	16-12-323	005-0000		16-12-401	013-0000	\$12,146
16-12-320	019-0000		16-12-323	006-0000		16-12-401	014-0000	
16-12-320	020-0000	\$1,571	16-12-323	007-0000	\$26,759	16-12-402	022-0000	
16-12-320	021-0000	\$2,158	16-12-323	008-0000	\$37,747	16-12-402	023-0000	\$160,575
16-12-320	022-0000	\$1,952	16-12-323	009-0000	\$59,875	16-12-402	024-0000	\$25,280
16-12-321	001-0000	\$8,471	16-12-323	028-0000	\$54,858	16-12-402	040-0000	\$41,151
16-12-321	002-0000	\$2,593	16-12-323	029-0000	\$1,975	16-12-402	047-0000	\$85,440
16-12-321	005-0000	\$4,306	16-12-400	003-0000	\$142,247	16-12-402	048-0000	\$35,940
16-12-321	006-0000	\$4,067	16-12-400	006-0000	\$55,200	16-12-402	049-0000	\$156,868
16-12-321	042-0000	\$69,840	16-12-400	007-0000	\$22,449	16-12-402	050-0000	\$90,412
16-12-321	045-0000		16-12-400	009-0000	\$17,810	16-12-402	051-0000	\$7,301
16-12-321	046-0000	\$13,250	16-12-400	010-0000	\$538	16-12-402	053-0000	\$38,662

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-402	054-0000		16-12-404	007-0000	\$10,946	16-12-407	075-0000	\$29,493
16-12-402	055-0000	\$284	16-12-404	008-0000	\$10,946	16-12-407	076-0000	\$53,618
16-12-402	056-0000	\$64,908	16-12-404	035-0000	\$476	16-12-407	077-0000	\$145,130
16-12-402	057-0000	\$48,140	16-12-404	037-0000	\$1,736	16-12-407	078-0000	\$6,072
16-12-402	058-0000	\$6,057	16-12-404	039-0000	\$71	16-12-407	079-0000	\$143,043
16-12-402	059-0000		16-12-404	041-0000	\$381	16-12-407	081-0000	\$72,276
16-12-403	001-0000	\$23,187	16-12-404	042-0000	\$379,519	16-12-407	082-0000	\$121,640
16-12-403	002-0000	\$12,600	16-12-405	026-0000	\$6,873	16-12-407	083-0000	\$41,579
16-12-403	003-0000	\$14,795	16-12-405	030-0000		16-12-408	007-0000	\$33,539
16-12-403	004-0000	\$2,595	16-12-405	032-0000		16-12-408	008-0000	\$79,094
16-12-403	006-0000	\$4,026	16-12-405	034-0000	\$249,475	16-12-408	016-0000	\$4,788
16-12-403	016-0000	\$1,532	16-12-405	035-0000	\$127,503	16-12-408	017-0000	\$4,788
16-12-403	019-0000	\$37,792	16-12-405	036-0000	\$233,518	16-12-408	018-0000	\$4,478
16-12-403	031-0000	\$9,108	16-12-406	001-0000	\$1,319	16-12-408	019-0000	\$4,478
16-12-403	033-0000	\$322,753	16-12-406	002-0000	\$1,526	16-12-408	020-0000	\$1,521
16-12-403	034-0000	\$1,252	16-12-406	003-0000	\$1,526	16-12-408	021-0000	\$2,608
16-12-403	035-0000	\$1,035	16-12-406	004-0000	\$1,474	16-12-408	022-0000	\$2,608
16-12-403	036-0000	\$1,510	16-12-406	005-0000	\$1,207	16-12-408	023-0000	\$2,608
16-12-403	037-0000	\$1,076	16-12-407	012-0000	\$99,899	16-12-408	024-0000	\$2,608
16-12-403	038-0000	\$2,225	16-12-407	024-0000	\$185,965	16-12-408	025-0000	\$2,608
16-12-403	039-0000	\$11,204	16-12-407	061-0000	\$18,214	16-12-408	026-0000	\$2,599
16-12-404	001-0000	\$2,036	16-12-407	062-0000		16-12-408	027-0000	\$1,521
16-12-404	002-0000	\$1,909	16-12-407	063-0000	\$37,442	16-12-408	028-0000	\$11,307
16-12-404	003-0000	\$1,909	16-12-407	067-0000	\$86,408	16-12-408	029-0000	\$35,649
16-12-404	004-0000	\$10,946	16-12-407	069-0000	\$104,706	16-12-408	030-0000	\$9,349
16-12-404	005-0000	\$10,946	16-12-407	071-0000	\$139,538	16-12-408	041-0000	\$4,633
16-12-404	006-0000	\$10,946	16-12-407	073-0000	\$42,255	16-12-408	042-0000	\$4,968

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-408	043 -0000	\$4,968	16-12-409	053 -0000	\$180,885	16-12-412	064 -0000	\$135,884
16-12-408	044 -0000	\$41,782	16-12-409	054 -0000	\$240,130	16-12-412	065-0000	
16-12-408	045 -0000	\$81,831	16-12-409	055 -0000	\$8,069	16-12-412	071 -0000	\$82,055
16-12-408	046 -0000	\$43,368	16-12-409	056 -0000	\$3,839	16-12-412	072 -0000	\$46,537
16-12-408	047 -0000	\$2,621	16-12-409	057 -0000	\$252	16-12-412	073 -0000	\$48,035
16-12-408	048 -0000	\$2,612	16-12-410	001 -0000	\$50,132	16-12-412	074 -0000	\$415,650
16-12-408	049 -0000	\$7,318	16-12-410	002-0000		16-12-412	075 -0000	\$171,729
16-12-408	050 -0000	\$13,898	16-12-410	003-0000		16-12-412	076 -0000	\$37,119
16-12-408	051 -0000	\$7,524	16-12-411	001-0000		16-12-413	050-0000	
16-12-408	052 -0000	\$7,109	16-12-411	034 -0000	\$24,303	16-12-413	051 -0000	\$513,125
16-12-408	053 -0000	\$53,276	16-12-411	036 -0000	\$50,262	16-12-413	052 -0000	\$201,765
16-12-408	054 -0000	\$53,526	16-12-411	043 -0000	\$28,536	16-12-413	053 -0000	\$180,560
16-12-408	055 -0000	\$175,353	16-12-411	046 -0000	\$258,191	16-12-413	054 -0000	\$163,026
16-12-408	056 -0000	\$163,947	16-12-411	049 -0000	\$111,465	16-12-414	037-0000	\$32,099
16-12-409	012 -0000	\$1,997	16-12-411	052 -0000	\$162,219	16-12-414	038-0000	\$36,405
16-12-409	013 -0000	\$1,521	16-12-411	053 -0000	\$2,739	16-12-414	039-0000	\$17,276
16-12-409	015 -0000	\$4,557	16-12-412	010 -0000	\$29,188	16-12-414	062-0000	
16-12-409	016 -0000	\$4,557	16-12-412	011- 0000	\$26,104	16-12-414	066- 0000	\$6,774
16-12-409	017 -0000	\$4,557	16-12-412	012- 0000	\$4,566	16-12-414	067 -0000	\$40,390
16-12-409	018 -0000	\$4,557	16-12-412	013 -0000	\$4,566	16-12-414	068 -0000	\$6,950
16-12-409	032 -0000	\$57,390	16-12-412	014 -0000	\$4,566	16-12-414	069- 0000	\$3,122
16-12-409	044 -0000	\$6,356	16-12-412	015 -0000	\$4,566	16-12-414	072 -0000	\$70,817
16-12-409	045 -0000	\$13,554	16-12-412	016 -0000	\$4,566	16-12-414	073 -0000	\$224,760
16-12-409	048 -0000	\$81,358	16-12-412	017 -0000	\$4,566	16-12-414	077 -0000	\$24,729
16-12-409	050 -0000	\$117,423	16-12-412	018 -0000	\$4,566	16-12-414	078 -0000	\$18,606
16-12-409	051-0000		16-12-412	019 -0000	\$4,566	16-12-414	079 -0000	\$19,288
16-12-409	052-0000		16-12-412	020 -0000	\$4,566	16-12-414	080 -0000	\$24,729

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16-12-414	081 -0000	\$47,419	16-12-415	022 -0000	\$1,545	16-12-415	051-0000	\$2,307
16-12-414	082 -0000	\$6,459	16-12-415	023 -0000	\$1,493	16-12-415	052-0000	\$2,307
16-12-414	083 -0000	\$6,459	16-12-415	024-0000		16-12-415	053-0000	\$0
16-12-414	084 -0000	\$6,459	16-12-415	027- 0000	\$2,012	16-12-415	054-0000	\$2,739
16-12-414	085 -0000	\$130,365	16-12-415	028-0000		16-12-415	055-0000	
16-12-414	086 -0000	\$134,815	16-12-415	029 -0000	\$1,523	16-12-415	056-0000	\$607
16-12-414	087 -0000	\$108,497	16-12-415	030 -0000	\$1,536	16-12-415	057-0000	\$2,743
16-12-415	001 -0000	\$4,437	16-12-415	031-0000		16-12-415	058-0000	\$2,181
16-12-415	002 -0000	\$10,014	16-12-415	032 -0000	\$1,536	16-12-415	059-0000	\$2,565
16-12-415	003 -0000	\$1,414	16-12-415	033 -0000	\$25,166	16-12-415	060-0000	\$0
16-12-415	004-0000		16-12-415	034 -0000	\$1,549	16-12-415	061-0000	\$917
16-12-415	005-0000		16-12-415	035 -0000	\$1,549	16-12-415	062-0000	\$1,836
16-12-415	007 -0000		16-12-415	036 -0000	\$1,564	16-12-415	063-0000	\$2,182
16-12-415	008 -0000	\$3,189	16-12-415	037-0000	\$1,564	16-12-415	064-0000	\$0
16-12-415	009 -0000	\$1,721	16-12-415	038-0000	\$1,564	16-12-415	065-0000	\$2,395
16-12-415	010 -0000	\$21,717	16-12-415	039-0000		16-12-415	066-0000	\$2,509
16-12-415	011 -0000	\$1,325	16-12-415	040-0000		16-12-415	067-0000	\$4,996
16-12-415	012 -0000	\$992	16-12-415	041-0000	\$1,577	16-12-415	068-0000	\$955
16-12-415	013 -0000	\$329	16-12-415	042-0000	\$1,577	16-12-415	069-0000	\$824
16-12-415	014 -0000	\$661	16-12-415	043-0000	\$1,577	16-12-415	070-0000	\$2,403
16-12-415	015- 0000	\$1,003	16-12-415	044-0000	\$2,713	16-12-415	071-0000	\$1,911
16-12-415	016 -0000	\$1,013	16-12-415	045-0000	\$2,610	16-12-415	072-0000	\$1,943
16-12-415	017 -0000	\$11,355	16-12-415	046-0000	\$473	16-12-415	073-0000	\$822
16-12-415	018 -0000	\$1,424	16-12-415	047-0000	\$482	16-12-415	074-0000	
16-12-415	019 -0000	\$19,281	16-12-415	048-0000	\$1,810	16-12-415	075-0000	\$755
16-12-415	020 -0000	\$22,548	16-12-415	049-0000	\$1,512	16-12-415	076-0000	\$831
16-12-415	021 -0000	\$22,571	16-12-415	050-0000	\$1,512	16-12-415	077-0000	\$1,093

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-125	014-0000	\$9,543	17-07-125	056-0000	\$22,842	17-07-127	010-0000	\$6,294
17-07-125	015-0000	\$2,507	17-07-125	057-0000	\$17,702	17-07-127	011-0000	\$2,610
17-07-125	016-0000	\$2,507	17-07-125	058-0000	\$40,925	17-07-127	012-0000	\$2,610
17-07-125	017-0000	\$18,180	17-07-125	059-0000	\$7,086	17-07-127	013-0000	\$79,389
17-07-125	018-0000	\$23,105	17-07-126	001-0000	\$10,059	17-07-127	014-0000	\$152,149
17-07-125	020-0000	\$6,386	17-07-126	002-0000	\$15,332	17-07-128	001-0000	\$22,042
17-07-125	021-0000	\$1,982	17-07-126	003-0000	\$27,896	17-07-128	002-0000	\$13,538
17-07-125	022-0000	\$2,038	17-07-126	004-0000	\$60,032	17-07-128	003-0000	\$12,848
17-07-125	023-0000	\$11,022	17-07-126	005-0000	\$18,696	17-07-128	004-0000	\$2,419
17-07-125	024-0000	\$11,022	17-07-126	006-0000	\$23,094	17-07-128	005-0000	\$11,729
17-07-125	025-0000	\$12,016	17-07-126	007-0000	\$14,917	17-07-128	006-0000	\$39,936
17-07-125	031-0000	\$110,049	17-07-126	008-0000	\$86,711	17-07-128	007-0000	\$40,071
17-07-125	037-0000		17-07-126	009-0000	\$126,701	17-07-128	008-0000	\$25,842
17-07-125	038-0000	\$115,919	17-07-126	010-0000	\$25,237	17-07-128	009-0000	\$189,248
17-07-125	039-0000	\$5,384	17-07-126	011-0000	\$65,676	17-07-128	010-0000	\$41,354
17-07-125	040-0000	\$5,381	17-07-126	012-0000	\$5,005	17-07-128	014-0000	\$2,419
17-07-125	041-0000	\$6,780	17-07-126	013-0000	\$7,929	17-07-128	015-0000	\$2,419
17-07-125	042-0000	\$6,190	17-07-126	014-0000	\$4,747	17-07-128	017-0000	\$16,112
17-07-125	043-0000	\$15,047	17-07-126	015-0000	\$4,747	17-07-128	018-0000	\$2,339
17-07-125	044-0000		17-07-127	002-0000	\$5,491	17-07-128	019-0000	\$2,419
17-07-125	045-0000	\$16,456	17-07-127	003-0000	\$5,491	17-07-128	020-0000	\$18,907
17-07-125	046-0000	\$22,423	17-07-127	004-0000	\$5,491	17-07-128	021-0000	\$83,826
17-07-125	047-0000	\$12,561	17-07-127	005-0000	\$5,491	17-07-128	022-0000	\$95,069
17-07-125	048-0000	\$199,701	17-07-127	006-0000	\$5,491	17-07-128	023-0000	\$17,181
17-07-125	050-0000	\$65,539	17-07-127	007-0000	\$28,226	17-07-128	024-0000	\$1,291
17-07-125	051-0000	\$13,827	17-07-127	008-0000	\$14,528	17-07-128	026-0000	\$20,014
17-07-125	055-0000	\$125,246	17-07-127	009-0000	\$31,735	17-07-128	027-0000	\$66,636

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
16-12-415	078-0000	\$1,986	16-12-416	012-0000	\$1,762	16-12-416	040-0000	\$1,500
16-12-415	079-0000	\$846	16-12-416	013-0000	\$3,529	16-12-416	041-0000	\$1,500
16-12-415	080-0000		16-12-416	014-0000	\$41,199	16-12-416	042-0000	\$3,920
16-12-415	081-0000	\$861	16-12-416	015-0000	\$8,639	16-12-416	043-0000	\$1,500
16-12-415	082-0000	\$2,123	16-12-416	016-0000	\$3,602	16-12-416	047-0000	\$12,717
16-12-415	083-0000	\$2,140	16-12-416	017-0000	\$3,602	16-12-416	048-0000	\$12,482
16-12-415	084-0000	\$2,756	16-12-416	018-0000	\$3,570	16-12-416	049-0000	\$33,037
16-12-415	085-0000	\$1,806	16-12-416	019-0000	\$12,912	16-12-416	050-0000	
16-12-415	086-0000	\$2,243	16-12-416	020-0000	\$3,602	16-12-416	051-0000	\$19,406
16-12-415	087-0000		16-12-416	021-0000	\$3,602	16-12-416	052-0000	\$11,568
16-12-415	088-0000	\$3,509	16-12-416	022-0000	\$3,570	16-12-416	053-0000	
16-12-415	089-0000		16-12-416	023-0000	\$9,743	16-12-416	054-0000	\$33,379
16-12-415	092-0000	\$5,168	16-12-416	024-0000	\$3,598	16-12-500	001-0000	
16-12-415	093-0000	\$2,836	16-12-416	025-0000	\$3,365	16-12-500	002-0000	
16-12-415	094-0000	\$2,836	16-12-416	026-0000		16-12-500	003-0000	
16-12-415	095-0000	\$1,287	16-12-416	028-0000	\$4,366	16-12-501	001-0000	
16-12-415	096-0000	\$2,383	16-12-416	029-0000	\$1,489	17-07-125	001-0000	\$12,506
16-12-415	097-0000		16-12-416	030-0000		17-07-125	002-0000	\$37,211
16-12-416	002-0000		16-12-416	031-0000	\$1,489	17-07-125	003-0000	\$18,173
16-12-416	004-0000	\$2,266	16-12-416	032-0000		17-07-125	006-0000	\$16,932
16-12-416	005-0000	\$738	16-12-416	033-0000	\$2,315	17-07-125	007-0000	\$12,921
16-12-416	006-0000	\$2,780	16-12-416	034-0000	\$1,500	17-07-125	008-0000	\$21,143
16-12-416	007-0000	\$14,070	16-12-416	035-0000	\$1,876	17-07-125	009-0000	\$2,725
16-12-416	008-0000	\$1,513	16-12-416	036-0000	\$1,915	17-07-125	010-0000	\$15,758
16-12-416	009-0000	\$1,853	16-12-416	037-0000	\$1,500	17-07-125	011-0000	\$2,285
16-12-416	010-0000		16-12-416	038-0000	\$1,500	17-07-125	012-0000	\$2,285
16-12-416	011-0000		16-12-416	039-0000	\$1,500	17-07-125	013-0000	\$2,384

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-128	028-0000	\$5,569	17-07-129	028-0000	\$29,424	17-07-131	012-0000	\$2,134
17-07-129	001-0000	\$79,757	17-07-129	029-0000	\$12,544	17-07-131	013-0000	\$2,134
17-07-129	002-0000	\$67,570	17-07-129	030-0000	\$30,320	17-07-131	014-0000	\$2,134
17-07-129	003-0000	\$33,371	17-07-129	031-0000	\$55,299	17-07-131	018-0000	\$2,134
17-07-129	004-0000	\$2,180	17-07-129	032-0000	\$2,903	17-07-131	019-0000	\$2,134
17-07-129	005-0000	\$2,180	17-07-129	033-0000	\$15,974	17-07-131	020-0000	\$2,063
17-07-129	006-0000	\$2,180	17-07-129	034-0000	\$1,934	17-07-131	021-0000	\$2,134
17-07-129	007-0000	\$2,180	17-07-129	035-0000	\$1,934	17-07-131	022-0000	\$21,930
17-07-129	008-0000	\$2,180	17-07-129	036-0000	\$1,934	17-07-131	023-0000	\$2,154
17-07-129	009-0000	\$2,180	17-07-129	037-0000	\$1,814	17-07-131	024-0000	\$2,154
17-07-129	010-0000	\$2,180	17-07-129	038-0000	\$65,457	17-07-131	025-0000	\$6,616
17-07-129	011-0000	\$22,885	17-07-129	039-0000	\$58,182	17-07-131	026-0000	\$17,186
17-07-129	012-0000	\$22,885	17-07-130	003-0000	\$52,233	17-07-131	027-0000	\$21,239
17-07-129	013-0000	\$22,513	17-07-130	016-0000	\$124,874	17-07-131	028-0000	\$17,997
17-07-129	014-0000	\$22,513	17-07-130	017-0000	\$314,428	17-07-131	029-0000	\$8,286
17-07-129	016-0000	\$32,598	17-07-130	018-0000	\$134,161	17-07-131	030-0000	\$7,630
17-07-129	017-0000	\$236,259	17-07-131	001-0000	\$5,521	17-07-131	031-0000	\$7,621
17-07-129	018-0000	\$24,338	17-07-131	002-0000	\$5,252	17-07-131	032-0000	\$7,630
17-07-129	019-0000	\$33,115	17-07-131	003-0000	\$4,508	17-07-131	033-0000	\$7,630
17-07-129	020-0000	\$1,795	17-07-131	004-0000	\$2,134	17-07-131	034-0000	\$38,416
17-07-129	021-0000	\$53,179	17-07-131	005-0000	\$2,134	17-07-131	035-0000	\$17,855
17-07-129	022-0000	\$2,272	17-07-131	006-0000	\$2,134	17-07-131	036-0000	\$16,865
17-07-129	023-0000	\$2,272	17-07-131	007-0000	\$2,134	17-07-131	037-0000	\$21,349
17-07-129	024-0000	\$26,225	17-07-131	008-0000	\$2,134	17-07-131	038-0000	\$13,521
17-07-129	025-0000	\$24,349	17-07-131	009-0000	\$2,134	17-07-131	039-0000	\$13,521
17-07-129	026-0000	\$22,472	17-07-131	010-0000	\$2,134	17-07-131	040-0000	\$28,486
17-07-129	027-0000	\$93,679	17-07-131	011-0000	\$2,046	17-07-131	041-0000	\$28,486

Appendix "C".

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-131	048-0000	\$12,714	17-07-134	012-0000	\$61,190	17-07-135	009-0000	\$4,213
17-07-131	049-0000	\$5,160	17-07-134	013-0000	\$3,081	17-07-135	010-0000	\$132,457
17-07-131	050-0000	\$5,160	17-07-134	014-0000	\$3,081	17-07-135	011-0000	\$37,876
17-07-131	051-0000	\$40,004	17-07-134	015-0000	\$3,537	17-07-135	012-0000	\$37,876
17-07-131	053-0000	\$123,249	17-07-134	016-0000	\$22,735	17-07-135	013-0000	\$4,213
17-07-132	001-0000	\$530,312	17-07-134	017-0000	\$39,008	17-07-135	014-0000	\$4,213
17-07-132	002-0000		17-07-134	018-0000	\$3,408	17-07-135	015-0000	\$4,213
17-07-133	001-0000	\$88,441	17-07-134	019-0000	\$3,408	17-07-135	016-0000	\$4,213
17-07-133	002-0000	\$142,821	17-07-134	020-0000	\$3,408	17-07-135	017-0000	\$4,213
17-07-133	003-0000	\$61,612	17-07-134	021-0000	\$3,408	17-07-135	018-0000	\$4,213
17-07-133	004-0000	\$41,100	17-07-134	022-0000	\$26,668	17-07-135	019-0000	\$7,228
17-07-133	005-0000	\$51,602	17-07-134	023-0000	\$26,668	17-07-135	020-0000	\$107,366
17-07-133	006-0000	\$31,241	17-07-134	024-0000	\$52,990	17-07-135	021-0000	\$42,203
17-07-133	007-0000	\$31,241	17-07-134	025-0000	\$14,795	17-07-135	022-0000	\$18,358
17-07-133	009-0000	\$46,991	17-07-134	026-0000	\$8,088	17-07-135	023-0000	\$10,132
17-07-133	010-0000	\$34,969	17-07-134	027-0000	\$15,748	17-07-135	024-0000	\$6,010
17-07-134	001-0000	\$6,165	17-07-134	029-0000	\$110,440	17-07-135	025-0000	\$5,855
17-07-134	002-0000	\$6,094	17-07-134	030-0000	\$62,182	17-07-135	026-0000	\$6,431
17-07-134	003-0000	\$76,562	17-07-134	031-0000	\$141,304	17-07-135	027-0000	\$2,840
17-07-134	004-0000	\$76,562	17-07-135	001-0000	\$2,272	17-07-135	028-0000	\$2,840
17-07-134	005-0000	\$72,405	17-07-135	002-0000	\$24,889	17-07-135	029-0000	\$2,840
17-07-134	006-0000	\$3,408	17-07-135	003-0000	\$16,852	17-07-135	030-0000	\$2,840
17-07-134	007-0000	\$35,314	17-07-135	004-0000	\$4,213	17-07-135	031-0000	\$2,840
17-07-134	008-0000	\$61,190	17-07-135	005-0000	\$4,213	17-07-135	032-0000	\$2,840
17-07-134	009-0000	\$61,190	17-07-135	006-0000	\$4,213	17-07-135	033-0000	\$2,840
17-07-134	010-0000	\$61,190	17-07-135	007-0000	\$4,213	17-07-135	034-0000	\$10,703
17-07-134	011-0000	\$61,190	17-07-135	008-0000	\$4,213	17-07-135	035-0000	\$9,622

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-136	001-0000	\$44,501	17-07-225	014-0000	\$4,940	17-07-226	020-0000	\$4,060
17-07-136	002-0000	\$2,272	17-07-225	017-0000	\$4,940	17-07-227	001-0000	\$41,704
17-07-136	003-0000	\$3,787	17-07-225	018-0000	\$59,488	17-07-227	002-0000	\$65,560
17-07-136	009-0000	\$67,826	17-07-225	019-0000	\$59,488	17-07-227	003-0000	\$23,404
17-07-136	010-0000	\$58,664	17-07-225	020-0000	\$59,488	17-07-227	004-0000	\$14,447
17-07-136	011-0000	\$4,544	17-07-225	021-0000	\$118,810	17-07-227	005-0000	\$2,328
17-07-136	012-0000	\$9,128	17-07-225	022-0000	\$5,282	17-07-227	006-0000	\$13,338
17-07-136	013-0000	\$9,128	17-07-225	023-0000	\$43,774	17-07-227	007-0000	\$46,313
17-07-136	022-0000	\$356,386	17-07-226	001-0000	\$2,328	17-07-227	008-0000	\$69,470
17-07-136	023-0000	\$43,479	17-07-226	002-0000	\$20,054	17-07-227	009-0000	\$27,667
17-07-136	033-0000	\$69,915	17-07-226	003-0000	\$16,811	17-07-227	010-0000	\$53,203
17-07-136	034-0000	\$109,332	17-07-226	004-0000	\$13,988	17-07-227	011-0000	\$85,913
17-07-136	036-0000	\$40,641	17-07-226	005-0000	\$9,572	17-07-227	012-0000	\$7,843
17-07-136	037-0000	\$4,452	17-07-226	006-0000	\$34,096	17-07-227	013-0000	\$6,358
17-07-225	001-0000	\$21,128	17-07-226	007-0000	\$28,902	17-07-227	014-0000	\$6,976
17-07-225	002-0000	\$4,493	17-07-226	008-0000	\$58,810	17-07-227	015-0000	\$6,707
17-07-225	003-0000	\$4,493	17-07-226	009-0000	\$11,623	17-07-227	016-0000	\$6,976
17-07-225	004-0000	\$28,667	17-07-226	010-0000	\$2,328	17-07-227	017-0000	\$14,111
17-07-225	005-0000	\$13,374	17-07-226	011-0000	\$2,328	17-07-228	001-0000	\$7,533
17-07-225	006-0000	\$2,311	17-07-226	012-0000	\$181,724	17-07-228	002-0000	\$6,976
17-07-225	007-0000	\$15,905	17-07-226	013-0000	\$18,277	17-07-228	003-0000	\$7,256
17-07-225	008-0000	\$2,391	17-07-226	014-0000	\$5,282	17-07-228	004-0000	\$14,657
17-07-225	009-0000	\$2,391	17-07-226	015-0000	\$28,723	17-07-228	005-0000	\$7,256
17-07-225	010-0000	\$10,215	17-07-226	016-0000	\$17,323	17-07-228	008-0000	\$7,350
17-07-225	011-0000	\$14,363	17-07-226	017-0000	\$16,704	17-07-228	009-0000	\$18,141
17-07-225	012-0000	\$20,740	17-07-226	018-0000	\$2,328	17-07-228	010-0000	\$39,148
17-07-225	013-0000	\$2,391	17-07-226	019-0000	\$4,508	17-07-228	011-0000	\$23,309

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-228	012-0000	\$20,833	17-07-229	016-0000	\$2,419	17-07-230	001-0000	\$49,624
17-07-228	013-0000	\$3,871	17-07-229	017-0000	\$2,419	17-07-230	002-0000	\$4,359
17-07-228	014-0000	\$3,871	17-07-229	018-0000	\$17,558	17-07-230	005-0000	\$55,748
17-07-228	015-0000	\$3,871	17-07-229	019-0000	\$2,419	17-07-230	006-0000	\$239,749
17-07-228	016-0000	\$3,871	17-07-229	020-0000	\$2,419	17-07-230	007-0000	\$131,923
17-07-228	017-0000	\$3,871	17-07-229	021-0000	\$4,544	17-07-230	008-0000	\$199,540
17-07-228	018-0000	\$3,871	17-07-229	022-0000	\$2,272	17-07-230	009-0000	\$153,666
17-07-228	019-0000	\$3,871	17-07-229	023-0000	\$7,494	17-07-230	010-0000	\$10,638
17-07-228	020-0000	\$19,363	17-07-229	024-0000	\$84,523	17-07-230	011-0000	\$45,003
17-07-228	021-0000	\$44,159	17-07-229	025-0000	\$14,249	17-07-230	012-0000	\$134,077
17-07-228	022-0000	\$44,159	17-07-229	026-0000	\$4,615	17-07-231	001-0000	\$48,829
17-07-228	023-0000	\$15,684	17-07-229	027-0000	\$4,615	17-07-231	002-0000	\$32,486
17-07-229	001-0000	\$5,044	17-07-229	028-0000	\$10,178	17-07-231	003-0000	\$122,834
17-07-229	002-0000	\$31,191	17-07-229	029-0000	\$8,951	17-07-231	004-0000	\$97,207
17-07-229	003-0000	\$8,467	17-07-229	030-0000	\$12,637	17-07-231	007-0000	\$35,466
17-07-229	004-0000	\$8,467	17-07-229	031-0000	\$7,462	17-07-231	008-0000	\$144,558
17-07-229	005-0000	\$2,419	17-07-229	032-0000	\$12,301	17-07-231	009-0000	\$32,101
17-07-229	006-0000	\$7,419	17-07-229	033-0000	\$4,514	17-07-232	007-0000	\$27,497
17-07-229	007-0000	\$4,435	17-07-229	034-0000	\$2,272	17-07-232	008-0000	\$27,619
17-07-229	008-0000	\$23,908	17-07-229	035-0000	\$2,272	17-07-232	009-0000	\$6,020
17-07-229	009-0000	\$4,551	17-07-229	036-0000	\$2,272	17-07-232	010-0000	\$15,593
17-07-229	010-0000	\$2,317	17-07-229	037-0000	\$2,272	17-07-232	011-0000	\$6,623
17-07-229	011-0000	\$2,419	17-07-229	038-0000	\$25,990	17-07-232	012-0000	\$83,807
17-07-229	012-0000	\$2,419	17-07-229	039-0000	\$3,408	17-07-232	013-0000	\$106,206
17-07-229	013-0000	\$2,419	17-07-229	040-0000	\$62,223	17-07-232	014-0000	\$33,868
17-07-229	014-0000	\$2,419	17-07-229	041-0000	\$93,334	17-07-232	015-0000	\$38,466
17-07-229	015-0000	\$2,419	17-07-229	042-0000	\$81,259	17-07-232	016-0000	\$38,466

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-232	017-0000	\$39,036	17-07-234	006-0000	\$2,180	17-07-236	004-0000	\$15,090
17-07-232	018-0000	\$78,279	17-07-234	007-0000	\$2,180	17-07-236	005-0000	\$15,400
17-07-232	023-0000	\$80,364	17-07-234	008-0000	\$1,999	17-07-236	006-0000	\$29,872
17-07-233	001-0000	\$2,739	17-07-234	009-0000	\$2,272	17-07-236	007-0000	\$43,486
17-07-233	002-0000	\$12,876	17-07-234	010-0000	\$2,272	17-07-236	008-0000	\$2,597
17-07-233	003-0000	\$3,397	17-07-234	011-0000	\$2,272	17-07-236	009-0000	\$2,597
17-07-233	004-0000	\$12,620	17-07-234	012-0000	\$2,272	17-07-236	010-0000	\$39,783
17-07-233	005-0000	\$12,729	17-07-235	003-0000	\$3,918	17-07-236	011-0000	\$4,723
17-07-233	015-0000	\$33,616	17-07-235	004-0000	\$2,178	17-07-236	012-0000	\$171,475
17-07-233	016-0000	\$44,760	17-07-235	006-0000	\$4,684	17-07-236	013-0000	\$42,244
17-07-233	017-0000	\$4,536	17-07-235	007-0000	\$5,751	17-07-236	014-0000	\$2,597
17-07-233	018-0000	\$93,166	17-07-235	008-0000	\$6,272	17-07-236	015-0000	\$13,386
17-07-233	019-0000	\$9,108	17-07-235	009-0000	\$4,101	17-07-236	016-0000	\$13,386
17-07-233	020-0000	\$2,272	17-07-235	015-0000	\$5,272	17-07-236	017-0000	\$8,581
17-07-233	033-0000	\$19,460	17-07-235	016-0000	\$4,467	17-07-236	018-0000	\$80,159
17-07-233	034-0000	\$19,460	17-07-235	017-0000	\$5,674	17-07-236	019-0000	
17-07-233	035-0000	\$6,223	17-07-235	018-0000	\$7,281	17-07-237	006-0000	\$4,170
17-07-233	036-0000	\$6,223	17-07-235	019-0000	\$8,370	17-07-237	007-0000	\$4,170
17-07-233	037-0000	\$6,223	17-07-235	025-0000	\$4,037	17-07-237	008-0000	\$3,058
17-07-233	038-0000	\$1,670	17-07-235	026-0000	\$2,352	17-07-237	009-0000	\$3,058
17-07-233	042-0000	\$209,700	17-07-235	027-0000		17-07-237	010-0000	\$3,058
17-07-233	043-0000	\$49,943	17-07-235	028-0000	\$9,125	17-07-237	011-0000	\$37,745
17-07-234	001-0000	\$2,272	17-07-235	029-0000	\$20,854	17-07-237	012-0000	\$37,745
17-07-234	002-0000	\$2,272	17-07-235	030-0000	\$36,557	17-07-237	013-0000	\$37,745
17-07-234	003-0000	\$2,726	17-07-236	001-0000	\$38,253	17-07-237	014-0000	\$133,341
17-07-234	004-0000	\$1,816	17-07-236	002-0000	\$4,312	17-07-237	015-0000	\$70,804
17-07-234	005-0000	\$4,361	17-07-236	003-0000	\$2,272	17-07-237	016-0000	\$133,341

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-237	018-0000	\$3,178	17-07-239	009-0000	\$2,343	17-07-240	032-0000	\$10,087
17-07-237	019-0000	\$57,414	17-07-239	010-0000	\$2,436	17-07-240	033-0000	\$639
17-07-237	020-0000	\$84,392	17-07-239	011-0000	\$2,436	17-07-240	034-0000	\$19,030
17-07-237	026-0000	\$96,827	17-07-239	012-0000	\$2,462	17-07-240	035-0000	\$143,034
17-07-237	027-0000	\$77,922	17-07-239	013-0000	\$2,436	17-07-241	001-0000	\$9,964
17-07-237	031-0000	\$227,620	17-07-239	014-0000	\$2,436	17-07-241	002-0000	\$8,014
17-07-237	032-0000	\$143,566	17-07-239	015-0000	\$2,272	17-07-241	003-0000	\$4,031
17-07-237	033-0000	\$7,135	17-07-239	016-0000	\$2,225	17-07-241	004-0000	\$5,861
17-07-237	034-0000	\$116,631	17-07-239	017-0000		17-07-241	005-0000	\$19,462
17-07-238	001-0000	\$199,219	17-07-239	018-0000	\$73,485	17-07-241	006-0000	\$7,873
17-07-238	002-0000	\$7,159	17-07-239	019-0000	\$3,150	17-07-241	007-0000	\$4,803
17-07-238	003-0000	\$7,159	17-07-239	022-0000	\$91,404	17-07-241	019-0000	\$136,633
17-07-238	004-0000	\$7,159	17-07-240	001-0000	\$4,544	17-07-241	020-0000	\$146,832
17-07-238	005-0000	\$131,985	17-07-240	002-0000	\$34,178	17-07-241	021-0000	
17-07-238	006-0000	\$131,751	17-07-240	004-0000	\$98,221	17-07-300	001-0000	\$257,767
17-07-238	007-0000	\$108,999	17-07-240	005-0000	\$17,074	17-07-300	003-0000	\$6,457
17-07-238	008-0000	\$102,251	17-07-240	006-0000	\$22,799	17-07-300	004-0000	\$2,769
17-07-238	009-0000	\$56,093	17-07-240	007-0000	\$26,033	17-07-300	009-0000	\$6,240
17-07-238	010-0000	\$56,170	17-07-240	008-0000	\$12,034	17-07-300	010-0000	\$18,722
17-07-239	001-0000	\$43,370	17-07-240	009-0000	\$5,706	17-07-300	011-0000	\$6,240
17-07-239	002-0000	\$43,370	17-07-240	010-0000	\$24,288	17-07-300	012-0000	\$7,675
17-07-239	003-0000	\$53,255	17-07-240	011-0000	\$2,367	17-07-300	013-0000	\$6,903
17-07-239	004-0000	\$53,255	17-07-240	012-0000	\$2,556	17-07-300	014-0000	\$6,903
17-07-239	005-0000	\$26,847	17-07-240	018-0000	\$23,785	17-07-300	027-0000	\$90,371
17-07-239	006-0000	\$44,471	17-07-240	019-0000	\$2,498	17-07-300	028-0000	\$5,483
17-07-239	007-0000	\$43,725	17-07-240	027-0000	\$46,005	17-07-300	029-0000	\$5,252
17-07-239	008-0000	\$13,601	17-07-240	028-0000	\$54,806	17-07-300	030-0000	\$5,244

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-300	031-0000	\$5,074	17-07-302	009-0000	\$3,535	17-07-303	023-0000	\$15,008
17-07-300	032-0000	\$5,625	17-07-302	010-0000	\$7,070	17-07-303	024-0000	\$144,723
17-07-300	036-0000	\$2,769	17-07-302	011-0000	\$38,333	17-07-303	026-0000	\$3,550
17-07-300	039-0000	\$41,267	17-07-302	012-0000	\$3,550	17-07-303	027-0000	\$202,522
17-07-300	042-0000	\$76,882	17-07-302	013-0000	\$3,804	17-07-303	029-0000	\$18,657
17-07-300	043-0000	\$6,885	17-07-302	014-0000	\$47,964	17-07-303	030-0000	\$9,898
17-07-300	044-0000	\$175,017	17-07-302	015-0000	\$47,964	17-07-304	009-0000	\$90,498
17-07-301	021-0000	\$34,982	17-07-302	016-0000	\$19,404	17-07-304	010-0000	\$2,982
17-07-301	022-0000	\$22,468	17-07-302	017-0000	\$19,404	17-07-304	011-0000	\$2,982
17-07-301	023-0000	\$22,468	17-07-302	025-0000	\$6,827	17-07-304	012-0000	\$11,933
17-07-301	024-0000	\$19,372	17-07-302	026-0000	\$6,827	17-07-304	017-0000	\$321,283
17-07-301	025-0000	\$10,261	17-07-302	027-0000	\$6,827	17-07-304	018-0000	\$64,738
17-07-301	026-0000	\$7,251	17-07-302	028-0000	\$169,752	17-07-305	001-0000	\$238,796
17-07-301	046-0000	\$25,762	17-07-303	001-0000	\$112,379	17-07-305	003-0000	\$269,173
17-07-301	048-0000	\$70,767	17-07-303	002-0000	\$125,040	17-07-305	004-0000	\$11,634
17-07-301	049-0000	\$100,923	17-07-303	003-0000	\$41,851	17-07-305	005-0000	\$65,067
17-07-301	050-0000	\$384,259	17-07-303	004-0000	\$36,990	17-07-306	001-0000	\$14,868
17-07-301	051-0000	\$166,789	17-07-303	005-0000	\$36,990	17-07-306	002-0000	\$11,309
17-07-301	052-0000	\$71,269	17-07-303	006-0000	\$36,990	17-07-306	003-0000	\$5,569
17-07-302	001-0000	\$23,641	17-07-303	007-0000	\$36,990	17-07-306	004-0000	\$18,619
17-07-302	002-0000	\$48,456	17-07-303	008-0000	\$36,990	17-07-306	005-0000	\$74,520
17-07-302	003-0000	\$74,303	17-07-303	009-0000	\$33,683	17-07-306	007-0000	\$129,808
17-07-302	004-0000	\$15,989	17-07-303	010-0000	\$65,244	17-07-306	008-0000	\$84,415
17-07-302	005-0000	\$13,265	17-07-303	011-0000	\$47,249	17-07-306	009-0000	\$132,071
17-07-302	006-0000	\$4,108	17-07-303	018-0000	\$11,561	17-07-306	010-0000	\$87,249
17-07-302	007-0000	\$138,098	17-07-303	019-0000	\$6,507	17-07-306	011-0000	\$49,190
17-07-302	008-0000	\$66,866	17-07-303	020-0000	\$6,156	17-07-306	012-0000	\$49,190

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-306	020-0000	\$164,874	17-07-309	014-0000	\$16,665	17-07-310	018-0000	\$23,817
17-07-306	022-0000	\$8,226	17-07-309	020-0000	\$85,676	17-07-310	019-0000	\$68,626
17-07-306	023-0000	\$180,252	17-07-309	027-0000	\$59,383	17-07-310	020-0000	\$24,658
17-07-306	024-0000	\$117,044	17-07-309	028-0000	\$30,438	17-07-310	021-0000	\$5,168
17-07-306	025-0000	\$48,103	17-07-309	029-0000	\$15,400	17-07-310	022-0000	\$4,663
17-07-307	001-0000	\$375,637	17-07-309	030-0000	\$15,400	17-07-310	023-0000	\$1,295
17-07-307	002-0000	\$126,006	17-07-309	031-0000	\$15,400	17-07-310	024-0000	\$1,295
17-07-307	003-0000	\$440,023	17-07-309	045-0000	\$5,715	17-07-310	025-0000	\$1,295
17-07-308	015-0000	\$44,351	17-07-309	046-0000	\$109,582	17-07-310	026-0000	\$1,295
17-07-308	025-0000	\$27,012	17-07-309	047-0000	\$132,411	17-07-310	027-0000	\$102,318
17-07-308	026-0000	\$27,012	17-07-309	048-0000	\$179,376	17-07-311	001-0000	\$10,810
17-07-308	027-0000	\$34,870	17-07-309	049-0000	\$255,549	17-07-311	002-0000	\$10,754
17-07-308	028-0000	\$51,325	17-07-310	001-0000	\$134,572	17-07-311	004-0000	\$148,685
17-07-308	029-0000	\$7,673	17-07-310	002-0000	\$25,713	17-07-311	005-0000	\$78,453
17-07-308	037-0000	\$37,889	17-07-310	003-0000	\$2,384	17-07-311	006-0000	\$274,060
17-07-308	047-0000	\$29,250	17-07-310	004-0000	\$53,681	17-07-311	007-0000	\$2,817
17-07-308	048-0000	\$19,529	17-07-310	007-0000	\$22,356	17-07-311	008-0000	\$42,268
17-07-308	049-0000	\$115,150	17-07-310	008-0000	\$23,733	17-07-311	009-0000	\$6,515
17-07-308	050-0000	\$169,677	17-07-310	009-0000	\$23,537	17-07-311	010-0000	\$6,685
17-07-308	051-0000	\$153,233	17-07-310	010-0000	\$26,720	17-07-311	011-0000	\$63,159
17-07-308	052-0000	\$56,054	17-07-310	011-0000	\$26,720	17-07-311	012-0000	\$64,119
17-07-308	053-0000	\$139,493	17-07-310	012-0000	\$25,054	17-07-311	013-0000	\$63,938
17-07-308	054-0000	\$47,299	17-07-310	013-0000	\$25,054	17-07-311	014-0000	\$6,109
17-07-309	010-0000	\$6,731	17-07-310	014-0000	\$25,054	17-07-311	015-0000	\$42,944
17-07-309	011-0000	\$6,731	17-07-310	015-0000	\$23,408	17-07-311	025-0000	\$38,623
17-07-309	012-0000	\$8,917	17-07-310	016-0000	\$23,611	17-07-311	026-0000	\$3,819
17-07-309	013-0000	\$16,665	17-07-310	017-0000	\$23,408	17-07-311	027-0000	\$3,744

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-312	001 -0000	\$21,965	17-07-312	029- 0000	\$5,108	17-07-313	019- 0000	\$16,686
17-07-312	002 -0000	\$85,007	17-07-312	030 -0000	\$15,157	17-07-313	020 -0000	\$29,743
17-07-312	004 -0000	\$3,817	17-07-312	031 -0000	\$4,994	17-07-313	021 -0000	\$6,023
17-07-312	005 -0000	\$3,817	17-07-312	032 -0000	\$4,975	17-07-313	022 -0000	\$4,876
17-07-312	006 -0000	\$3,817	17-07-312	033 -0000	\$9,891	17-07-313	023 -0000	\$4,876
17-07-312	007 -0000	\$3,817	17-07-312	034 -0000	\$4,917	17-07-313	024 -0000	\$5,680
17-07-312	008 -0000	\$3,817	17-07-312	035 -0000	\$4,889	17-07-313	040 -0000	\$70,959
17-07-312	009 -0000	\$3,817	17-07-312	036 -0000	\$4,859	17-07-313	044 -0000	\$22,395
17-07-312	010 -0000	\$2,537	17-07-312	037 -0000	\$9,663	17-07-313	045 -0000	\$680
17-07-312	011 -0000	\$2,537	17-07-312	038 -0000	\$19,897	17-07-313	046 -0000	\$283,663
17-07-312	012 -0000	\$2,537	17-07-312	039 -0000	\$4,932	17-07-314	010 -0000	\$3,905
17-07-312	013 -0000	\$2,537	17-07-313	001 -0000	\$3,733	17-07-314	011 -0000	\$3,905
17-07-312	014 -0000	\$2,537	17-07-313	002 -0000	\$3,714	17-07-314	012 -0000	\$3,905
17-07-312	015 -0000	\$2,537	17-07-313	003 -0000	\$3,714	17-07-314	013 -0000	\$2,604
17-07-312	016 -0000	\$2,537	17-07-313	004 -0000	\$3,714	17-07-314	014 -0000	\$2,604
17-07-312	017 -0000	\$2,111	17-07-313	005 -0000	\$4,742	17-07-314	026 -0000	
17-07-312	018 -0000	\$2,008	17-07-313	006 -0000	\$5,653	17-07-314	027 -0000	\$3,148
17-07-312	019 -0000	\$2,008	17-07-313	007 -0000	\$5,653	17-07-314	028 -0000	
17-07-312	020 -0000	\$2,008	17-07-313	008 -0000	\$8,478	17-07-314	029 -0000	\$102,559
17-07-312	021 -0000	\$2,008	17-07-313	009 -0000	\$12,131	17-07-314	030 -0000	\$11,882
17-07-312	022 -0000	\$2,677	17-07-313	012 -0000	\$21,199	17-07-314	032 -0000	\$14,289
17-07-312	023 -0000	\$65,061	17-07-313	013 -0000	\$9,338	17-07-314	036 -0000	\$17,495
17-07-312	024 -0000	\$65,289	17-07-313	014 -0000	\$36,659	17-07-314	038 -0000	\$23,722
17-07-312	025 -0000	\$3,705	17-07-313	015 -0000	\$35,402	17-07-314	039 -0000	\$3,897
17-07-312	026 -0000	\$4,155	17-07-313	016 -0000	\$36,321	17-07-314	040 -0000	\$48,676
17-07-312	027 -0000	\$5,158	17-07-313	017 -0000	\$26,346	17-07-314	041 -0000	\$24,291
17-07-312	028 -0000	\$5,136	17-07-313	018 -0000	\$17,551	17-07-314	042 -0000	\$20,123

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17-07-314	043 -0000	\$20,123	17-07-315	022 -0000	\$960	17-07-401	001-0000	
17-07-314	044 -0000	\$56,947	17-07-315	023 -0000		17-07-401	002 -0000	\$12,917
17-07-314	045 -0000	\$23,742	17-07-315	024 -0000		17-07-401	003 -0000	\$8,116
17-07-314	046 -0000	\$23,742	17-07-315	025 -0000	\$7,811	17-07-401	004 -0000	\$18,005
17-07-314	047-0000		17-07-315	026 -0000	\$7,763	17-07-401	005 -0000	\$89,293
17-07-314	048 -0000	\$1,347	17-07-315	027 -0000	\$28,757	17-07-401	006 -0000	\$84,512
17-07-315	001 -0000	\$75,361	17-07-315	028 -0000	\$3,322	17-07-401	007- 0000	\$84,512
17-07-315	002 -0000	\$90,718	17-07-315	029 -0000	\$6,533	17-07-401	008 -0000	\$95,936
17-07-315	003 -0000	\$3,520	17-07-315	030 -0000	\$3,236	17-07-401	009 -0000	\$84,512
17-07-315	004 -0000	\$7,180	17-07-315	031- 0000	\$3,208	17-07-401	010 -0000	\$5,622
17-07-315	005 -0000	\$7,180	17-07-315	032 -0000	\$6,360	17-07-401	011 -0000	\$99,084
17-07-315	006 -0000	\$7,180	17-07-315	033 -0000	\$6,304	17-07-402	001-0000	
17-07-315	007 -0000	\$7,180	17-07-315	034 -0000	\$3,124	17-07-402	002- 0000	\$7,008
17-07-315	008 -0000	\$8,293	17-07-315	035 -0000	\$8,254	17-07-402	003 -0000	\$65,278
17-07-315	009 -0000	\$58,817	17-07-315	036 -0000	\$69,627	17-07-402	004 -0000	\$5,633
17-07-315	010 -0000	\$39,402	17-07-400	001-0000		17-07-402	005 -0000	\$52,028
17-07-315	011 -0000	\$42,354	17-07-400	002-0000		17-07-402	006 -0000	\$60,394
17-07-315	012 -0000	\$49,694	17-07-400	004 -0000	\$6,597	17-07-402	007 -0000	\$60,394
17-07-315	013 -0000	\$29,551	17-07-400	005 -0000	\$3,299	17-07-402	011- 0000	\$5,519
17-07-315	014 -0000	\$712	17-07-400	006 -0000	\$5,889	17-07-402	018 -0000	\$54,236
17-07-315	015-0000		17-07-400	007 -0000	\$3,299	17-07-402	019 -0000	\$60,521
17-07-315	016 -0000	\$4,938	17-07-400	008 -0000	\$3,299	17-07-402	020 -0000	\$127,852
17-07-315	017-0000		17-07-400	009 -0000	\$3,299	17-07-402	021 -0000	\$9,399
17-07-315	018-0000		17-07-400	019 -0000	\$124,706	17-07-402	022 -0000	
17-07-315	019-0000		17-07-400	020 -0000	\$171,712	17-07-403	001-0000	
17-07-315	020 -0000	\$1,483	17-07-400	021 -0000	\$23,873	17-07-403	002-0000	
17-07-315	021 -0000	\$960	17-07-400	022 -0000	\$275,859	17-07-403	003-0000	

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-403	004-0000		17-07-404	016-0000	\$2,911	17-07-405	011-0000	\$89,941
17-07-403	005-0000	\$34,660	17-07-404	017-0000	\$2,911	17-07-405	012-0000	\$33,575
17-07-403	006-0000	\$51,363	17-07-404	018-0000	\$2,911	17-07-405	013-0000	\$33,575
17-07-403	007-0000	\$51,363	17-07-404	019-0000	\$5,078	17-07-405	014-0000	\$33,575
17-07-403	008-0000	\$34,660	17-07-404	020-0000		17-07-405	015-0000	\$33,575
17-07-403	009-0000	\$34,660	17-07-404	021-0000		17-07-405	016-0000	\$33,575
17-07-403	010-0000	\$9,866	17-07-404	022-0000	\$6,199	17-07-405	017-0000	\$33,575
17-07-403	011-0000	\$89,565	17-07-404	023-0000	\$55,742	17-07-405	019-0000	\$33,575
17-07-403	012-0000	\$76,469	17-07-404	024-0000	\$6,343	17-07-405	020-0000	\$32,719
17-07-403	013-0000	\$154,212	17-07-404	025-0000	\$5,582	17-07-405	021-0000	\$204,235
17-07-403	014-0000	\$152,560	17-07-404	026-0000	\$5,582	17-07-405	022-0000	\$74,462
17-07-403	018-0000	\$205,057	17-07-404	027-0000	\$5,582	17-07-405	023-0000	\$46,582
17-07-404	001-0000	\$7,144	17-07-404	028-0000	\$5,582	17-07-405	024-0000	\$32,146
17-07-404	002-0000	\$6,416	17-07-404	029-0000	\$7,294	17-07-405	025-0000	\$32,910
17-07-404	003-0000	\$5,775	17-07-404	030-0000	\$37,358	17-07-406	001-0000	\$112,454
17-07-404	004-0000	\$6,477	17-07-404	031-0000	\$37,358	17-07-406	002-0000	\$24,080
17-07-404	005-0000	\$6,477	17-07-404	032-0000	\$5,861	17-07-406	006-0000	\$32,811
17-07-404	006-0000	\$6,477	17-07-405	001-0000	\$193,537	17-07-406	007-0000	\$31,232
17-07-404	007-0000	\$12,867	17-07-405	002-0000	\$3,550	17-07-406	008-0000	\$54,591
17-07-404	008-0000	\$124,142	17-07-405	003-0000	\$3,920	17-07-406	009-0000	\$36,882
17-07-404	009-0000	\$23,079	17-07-405	004-0000	\$61,121	17-07-406	010-0000	\$29,201
17-07-404	010-0000	\$276,145	17-07-405	005-0000	\$101,003	17-07-406	011-0000	\$32,637
17-07-404	011-0000	\$73,928	17-07-405	006-0000	\$42,892	17-07-406	012-0000	\$5,648
17-07-404	012-0000	\$25,786	17-07-405	007-0000	\$140,534	17-07-406	013-0000	\$5,648
17-07-404	013-0000	\$62,167	17-07-405	008-0000	\$71,467	17-07-406	014-0000	\$5,648
17-07-404	014-0000	\$2,911	17-07-405	009-0000	\$39,557	17-07-406	015-0000	\$61,969
17-07-404	015-0000	\$2,911	17-07-405	010-0000	\$127,228	17-07-406	016-0000	\$61,969

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-406	017-0000	\$164,530	17-07-407	012-0000	\$2,698	17-07-408	023-0000	\$2,421
17-07-406	018-0000	\$22,229	17-07-407	013-0000	\$2,698	17-07-408	024-0000	\$2,421
17-07-406	019-0000	\$5,392	17-07-407	014-0000	\$5,392	17-07-408	025-0000	\$4,841
17-07-406	020-0000	\$5,392	17-07-407	015-0000	\$5,392	17-07-408	026-0000	\$3,228
17-07-406	021-0000	\$5,392	17-07-407	016-0000	\$5,392	17-07-408	027-0000	\$3,873
17-07-406	022-0000	\$5,392	17-07-407	017-0000	\$5,392	17-07-408	028-0000	\$3,873
17-07-406	023-0000	\$5,392	17-07-407	018-0000	\$80,424	17-07-408	029-0000	\$1,990
17-07-406	024-0000	\$5,203	17-07-407	019-0000	\$59,329	17-07-408	030-0000	\$3,819
17-07-406	025-0000	\$22,152	17-07-407	020-0000	\$5,990	17-07-408	031-0000	\$158,795
17-07-406	026-0000	\$27,253	17-07-407	021-0000	\$9,003	17-07-408	032-0000	\$16,389
17-07-406	027-0000	\$78,819	17-07-407	022-0000	\$5,670	17-07-408	033-0000	\$11,137
17-07-406	035-0000	\$19,462	17-07-407	023-0000	\$7,798	17-07-408	034-0000	\$7,169
17-07-406	036-0000	\$19,462	17-07-407	024-0000	\$6,593	17-07-408	035-0000	\$94,789
17-07-406	037-0000	\$134,696	17-07-407	025-0000	\$140,986	17-07-408	036-0000	\$123,114
17-07-406	039-0000	\$19,331	17-07-407	026-0000	\$34,944	17-07-408	037-0000	\$8,792
17-07-406	040-0000	\$215,323	17-07-407	027-0000	\$35,028	17-07-409	001-0000	\$42,819
17-07-407	001-0000	\$43,746	17-07-407	028-0000	\$33,082	17-07-409	007-0000	\$2,485
17-07-407	002-0000	\$46,674	17-07-408	007-0000	\$6,952	17-07-409	008-0000	\$7,578
17-07-407	003-0000	\$159,262	17-07-408	010-0000	\$47,929	17-07-409	009-0000	\$48,393
17-07-407	004-0000	\$159,060	17-07-408	011-0000	\$2,599	17-07-409	015-0000	\$30,092
17-07-407	005-0000	\$61,859	17-07-408	016-0000	\$2,935	17-07-409	016-0000	\$30,092
17-07-407	006-0000	\$81,440	17-07-408	017-0000	\$2,935	17-07-409	017-0000	\$30,092
17-07-407	007-0000	\$66,001	17-07-408	018-0000	\$2,935	17-07-409	018-0000	\$44,267
17-07-407	008-0000	\$75,798	17-07-408	019-0000	\$5,870	17-07-409	019-0000	\$72,310
17-07-407	009-0000	\$46,391	17-07-408	020-0000	\$2,935	17-07-409	020-0000	\$29,934
17-07-407	010-0000	\$2,698	17-07-408	021-0000	\$2,935	17-07-409	021-0000	\$54,240
17-07-407	011-0000	\$2,698	17-07-408	022-0000	\$7,043	17-07-409	022-0000	

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-409	023-0000		17-07-410	003-0000	\$22,916	17-07-411	002-0000	\$4,636
17-07-409	024-0000		17-07-410	004-0000	\$22,916	17-07-411	003-0000	\$7,741
17-07-409	025-0000		17-07-410	005-0000	\$23,471	17-07-411	004-0000	\$63,905
17-07-409	026-0000	\$2,485	17-07-410	006-0000	\$18,087	17-07-411	005-0000	\$2,367
17-07-409	027-0000	\$2,485	17-07-410	007-0000	\$25,926	17-07-411	007-0000	\$10,119
17-07-409	028-0000	\$2,485	17-07-410	008-0000	\$25,926	17-07-411	008-0000	\$5,252
17-07-409	029-0000	\$2,193	17-07-410	009-0000	\$62,393	17-07-411	011-0000	\$1,700
17-07-409	030-0000	\$2,485	17-07-410	010-0000	\$61,704	17-07-411	012-0000	\$12,384
17-07-409	031-0000		17-07-410	011-0000	\$10,959	17-07-411	013-0000	\$33,760
17-07-409	032-0000	\$2,485	17-07-410	012-0000	\$12,284	17-07-411	014-0000	\$26,029
17-07-409	033-0000	\$2,485	17-07-410	013-0000	\$3,654	17-07-411	016-0000	\$5,252
17-07-409	034-0000	\$19,563	17-07-410	014-0000	\$6,681	17-07-411	023-0000	\$11,213
17-07-409	035-0000	\$19,563	17-07-410	015-0000	\$72,284	17-07-411	024-0000	\$5,252
17-07-409	036-0000	\$19,563	17-07-410	016-0000	\$126,737	17-07-411	025-0000	\$3,419
17-07-409	037-0000	\$19,563	17-07-410	017-0000	\$84,116	17-07-411	026-0000	\$495,528
17-07-409	038-0000	\$19,563	17-07-410	020-0000	\$5,164	17-07-411	027-0000	\$1,749
17-07-409	039-0000		17-07-410	021-0000	\$4,770	17-07-411	028-0000	\$3,357
17-07-409	040-0000	\$2,485	17-07-410	022-0000	\$19,632	17-07-412	001-0000	\$34,791
17-07-409	041-0000		17-07-410	023-0000	\$19,632	17-07-412	002-0000	\$2,604
17-07-409	042-0000	\$2,485	17-07-410	024-0000	\$19,632	17-07-412	003-0000	\$2,604
17-07-409	043-0000	\$40,114	17-07-410	025-0000	\$19,632	17-07-412	004-0000	\$1,717
17-07-409	044-0000	\$40,114	17-07-410	026-0000	\$38,524	17-07-412	005-0000	\$4,140
17-07-409	045-0000	\$41,205	17-07-410	027-0000	\$23,602	17-07-412	006-0000	\$8,398
17-07-409	046-0000	\$199,874	17-07-410	028-0000	\$39,340	17-07-412	007-0000	\$37,700
17-07-409	047-0000	\$81,334	17-07-410	029-0000	\$86,757	17-07-412	008-0000	\$39,266
17-07-410	001-0000	\$48,936	17-07-410	030-0000	\$19,656	17-07-412	009-0000	\$12,071
17-07-410	002-0000	\$6,085	17-07-411	001-0000	\$4,639	17-07-412	010-0000	\$12,071

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-412	011-0000	\$5,208	17-07-413	006-0000	\$8,080	17-07-414	012-0000	\$3,989
17-07-412	012-0000	\$2,444	17-07-413	007-0000	\$2,840	17-07-414	013-0000	\$10,640
17-07-412	017-0000	\$11,821	17-07-413	008-0000	\$2,840	17-07-414	014-0000	\$20,618
17-07-412	020-0000	\$18,997	17-07-413	009-0000	\$19,275	17-07-414	015-0000	\$20,603
17-07-412	021-0000	\$5,945	17-07-413	010-0000	\$11,176	17-07-414	016-0000	\$22,253
17-07-412	022-0000	\$2,963	17-07-413	011-0000	\$22,722	17-07-414	017-0000	\$30,937
17-07-412	023-0000		17-07-413	012-0000	\$6,083	17-07-414	018-0000	\$30,937
17-07-412	024-0000		17-07-413	013-0000		17-07-414	019-0000	\$30,907
17-07-412	025-0000	\$2,823	17-07-413	014-0000	\$3,025	17-07-414	022-0000	\$6,860
17-07-412	026-0000	\$7,712	17-07-413	015-0000		17-07-414	023-0000	\$6,231
17-07-412	027-0000	\$46,972	17-07-413	016-0000	\$15,043	17-07-414	024-0000	\$12,045
17-07-412	028-0000	\$1,904	17-07-413	026-0000	\$25,265	17-07-414	025-0000	\$6,003
17-07-412	029-0000	\$3,852	17-07-413	027-0000	\$67,572	17-07-414	026-0000	\$5,973
17-07-412	030-0000	\$11,862	17-07-413	028-0000	\$67,572	17-07-414	027-0000	\$22,651
17-07-412	031-0000	\$28,415	17-07-413	029-0000	\$36,241	17-07-414	028-0000	\$5,489
17-07-412	032-0000	\$16,551	17-07-413	030-0000	\$263,523	17-07-414	029-0000	\$699
17-07-412	033-0000	\$15,662	17-07-414	001-0000	\$10,423	17-07-414	030-0000	\$2,051
17-07-412	034-0000	\$3,725	17-07-414	002-0000	\$5,319	17-07-414	031-0000	\$5,491
17-07-412	035-0000	\$2,483	17-07-414	003-0000	\$5,319	17-07-414	032-0000	\$5,551
17-07-412	036-0000	\$4,966	17-07-414	004-0000	\$2,660	17-07-414	033-0000	\$5,517
17-07-412	037-0000	\$34,759	17-07-414	005-0000	\$2,651	17-07-414	034-0000	\$22,190
17-07-412	038-0000	\$23,318	17-07-414	006-0000	\$2,651	17-07-414	035-0000	\$6,289
17-07-413	001-0000	\$11,167	17-07-414	007-0000	\$2,651	17-07-415	001-0000	\$10,976
17-07-413	002-0000	\$15,228	17-07-414	008-0000	\$39,699	17-07-415	002-0000	\$10,802
17-07-413	003-0000	\$12,323	17-07-414	009-0000	\$51,114	17-07-415	003-0000	\$8,439
17-07-413	004-0000		17-07-414	010-0000	\$4,142	17-07-415	004-0000	\$46,916
17-07-413	005-0000	\$10,175	17-07-414	011-0000	\$3,645	17-07-415	005-0000	\$43,118

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-07-415	006 -0000	\$29,782	17-07-500	004 -0000		17-08-130	009 -0000	\$18,145
17-07-415	007 -0000	\$54,468	17-07-500	005 -0000		17-08-130	010 -0000	\$5,472
17-07-415	008 -0000	\$18,918	17-07-500	006 -0000		17-08-130	011 -0000	\$2,735
17-07-415	009 -0000	\$34,722	17-07-500	007 -0000		17-08-130	014 -0000	\$397,520
17-07-415	010 -0000	\$2,866	17-07-500	008 -0000		17-08-130	015 -0000	\$1,041
17-07-415	011 -0000	\$22,901	17-07-500	009 -0000		17-08-130	016 -0000	\$5,823
17-07-415	016 -0000	\$14,909	17-08-122	002 -0000		17-08-130	017 -0000	\$5,231
17-07-415	017 -0000	\$14,655	17-08-122	003 -0000		17-08-130	018 -0000	\$5,823
17-07-415	018 -0000	\$61,786	17-08-122	004 -0000		17-08-130	019 -0000	\$97,244
17-07-415	019 -0000	\$14,608	17-08-122	005 -0000		17-08-130	020 -0000	\$33,384
17-07-415	020 -0000	\$14,608	17-08-122	006 -0000		17-08-130	021 -0000	\$33,384
17-07-415	021 -0000	\$69,379	17-08-122	007 -0000		17-08-130	022 -0000	\$33,384
17-07-415	022 -0000	\$30,068	17-08-122	008 -0000		17-08-130	023 -0000	\$33,384
17-07-415	023 -0000	\$6,255	17-08-122	009 -0000		17-08-130	024 -0000	\$55,120
17-07-415	024 -0000	\$6,225	17-08-122	010 -0000		17-08-130	025 -0000	\$27,557
17-07-415	025 -0000	\$5,715	17-08-122	011 -0000		17-08-130	026 -0000	\$24,643
17-07-415	026 -0000	\$5,715	17-08-122	012 -0000		17-08-130	027 -0000	\$5,024
17-07-415	027 -0000	\$5,715	17-08-122	013 -0000		17-08-130	028 -0000	\$4,949
17-07-415	028 -0000	\$6,162	17-08-122	015 -0000		17-08-131	001 -0000	\$22,300
17-07-415	029 -0000	\$6,132	17-08-130	001 -0000	\$170,139	17-08-131	002 -0000	\$12,153
17-07-415	030 -0000	\$7,935	17-08-130	002 -0000	\$3,062	17-08-131	003 -0000	\$35,058
17-07-415	031 -0000	\$82,505	17-08-130	003 -0000	\$8,600	17-08-131	004 -0000	\$30,373
17-07-415	032 -0000	\$13,231	17-08-130	004 -0000	\$25,513	17-08-131	005 -0000	\$19,455
17-07-415	033 -0000	\$8,004	17-08-130	005 -0000	\$15,667	17-08-131	008 -0000	\$15,907
17-07-500	001 -0000		17-08-130	006 -0000	\$11,145	17-08-131	009 -0000	\$2,115
17-07-500	002 -0000		17-08-130	007 -0000	\$18,145	17-08-131	010 -0000	\$17,867
17-07-500	003 -0000		17-08-130	008 -0000	\$14,485	17-08-131	011 -0000	\$18,455

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-131	012 -0000	\$2,520	17-08-131	039 -0000	\$1,521	17-08-131	066 -0000	\$52,755
17-08-131	013 -0000	\$18,121	17-08-131	040 -0000	\$1,521	17-08-131	067 -0000	\$52,755
17-08-131	014 -0000	\$17,065	17-08-131	041 -0000	\$2,591	17-08-131	068 -0000	\$16,024
17-08-131	015 -0000	\$24,890	17-08-131	042 -0000	\$1,906	17-08-131	069 -0000	\$36,732
17-08-131	016 -0000	\$40,730	17-08-131	043 -0000	\$1,106	17-08-131	070 -0000	\$52,755
17-08-131	017 -0000	\$35,955	17-08-131	044 -0000	\$1,216	17-08-131	071 -0000	\$30,500
17-08-131	018 -0000	\$14,737	17-08-131	045 -0000	\$1,810	17-08-131	072 -0000	\$33,829
17-08-131	019 -0000	\$63,421	17-08-131	046 -0000	\$1,521	17-08-131	073 -0000	\$33,829
17-08-131	020 -0000	\$6,835	17-08-131	047 -0000	\$17,338	17-08-131	074 -0000	\$33,829
17-08-131	021 -0000	\$18,592	17-08-131	048 -0000	\$658	17-08-131	075 -0000	\$33,829
17-08-131	022 -0000	\$3,778	17-08-131	049 -0000	\$14,982	17-08-131	076 -0000	\$33,829
17-08-131	023 -0000	\$23,300	17-08-131	050 -0000	\$7,021	17-08-131	079 -0000	\$63,968
17-08-131	024 -0000	\$25,655	17-08-131	051 -0000	\$3,126	17-08-131	080 -0000	\$90,350
17-08-131	025 -0000	\$2,520	17-08-131	052 -0000	\$162,669	17-08-131	081 -0000	\$90,074
17-08-131	026 -0000	\$15,491	17-08-131	053 -0000	\$30,209	17-08-135	001 -0000	\$30,823
17-08-131	027 -0000	\$14,609	17-08-131	054 -0000	\$29,244	17-08-135	002 -0000	\$22,576
17-08-131	028 -0000	\$21,465	17-08-131	055 -0000	\$22,995	17-08-135	003 -0000	\$23,839
17-08-131	029 -0000	\$85,037	17-08-131	056 -0000	\$9,594	17-08-135	004 -0000	\$48,895
17-08-131	030 -0000	\$80	17-08-131	057 -0000	\$13,747	17-08-135	005 -0000	\$46,440
17-08-131	031 -0000	\$1,609	17-08-131	058 -0000	\$7,899	17-08-135	006 -0000	\$68,502
17-08-131	032 -0000	\$1,106	17-08-131	059 -0000	\$2,391	17-08-135	007 -0000	\$43,877
17-08-131	033 -0000	\$14,071	17-08-131	060 -0000	\$8,516	17-08-135	008 -0000	\$42,842
17-08-131	034 -0000	\$1,730	17-08-131	061 -0000	\$23,753	17-08-135	009 -0000	\$42,842
17-08-131	035 -0000	\$1,521	17-08-131	062 -0000	\$105,513	17-08-135	012 -0000	\$71,041
17-08-131	036 -0000	\$1,812	17-08-131	063 -0000	\$105,513	17-08-135	013 -0000	\$118,348
17-08-131	037 -0000	\$1,521	17-08-131	064 -0000	\$52,755	17-08-135	016 -0000	\$89,119
17-08-131	038 -0000	\$1,521	17-08-131	065 -0000	\$52,755	17-08-135	017 -0000	\$6,573

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-135	018 -0000	\$91,809	17-08-137	012 -0000	\$6,857	17-08-139	004-0000	
17-08-135	019 -0000	\$147,103	17-08-137	013 -0000	\$17,857	17-08-139	005-0000	\$46,451
17-08-136	003 -0000	\$67,860	17-08-137	014 -0000	\$7,348	17-08-139	006-0000	\$37,156
17-08-136	004 -0000	\$23,690	17-08-137	022 -0000	\$225,578	17-08-140	001-0000	
17-08-136	005 -0000	\$26,492	17-08-137	023-0000		17-08-140	002-0000	
17-08-136	006 -0000	\$97,993	17-08-138	001-0000	\$21,325	17-08-140	003-0000	\$161,666
17-08-136	007 -0000	\$34,081	17-08-138	002-0000	\$37,480	17-08-140	004-0000	\$9,956
17-08-136	013 -0000	\$9,665	17-08-138	003-0000	\$36,570	17-08-140	005-0000	\$53,145
17-08-136	014 -0000	\$9,665	17-08-138	004-0000	\$36,570	17-08-141	003-0000	
17-08-136	015 -0000	\$41,747	17-08-138	005-0000	\$7,275	17-08-141	019-1001	\$35,404
17-08-136	016 -0000	\$48,999	17-08-138	006-0000	\$5,287	17-08-141	019-1002	\$30,904
17-08-136	017 -0000	\$29,549	17-08-138	007-0000	\$17,480	17-08-141	019-1003	\$14,852
17-08-136	018 -0000	\$28,155	17-08-138	008-0000	\$18,765	17-08-141	019-1004	\$19,352
17-08-136	025 -0000	\$136,347	17-08-138	009-0000	\$4,806	17-08-141	019-1005	\$32,372
17-08-136	026 -0000	\$120,330	17-08-138	010-0000	\$5,498	17-08-141	019-1006	\$30,904
17-08-136	027 -0000	\$161,139	17-08-138	011-0000	\$5,287	17-08-141	019-1007	\$30,904
17-08-136	028 -0000	\$178,154	17-08-138	012-0000	\$5,287	17-08-141	019-1008	\$35,404
17-08-137	001 -0000	\$8,286	17-08-138	013-0000	\$48,090	17-08-141	019-1009	\$35,404
17-08-137	002 -0000	\$7,802	17-08-138	014-0000	\$46,565	17-08-141	019-1010	\$35,404
17-08-137	003 -0000	\$7,802	17-08-138	015-0000	\$5,076	17-08-141	019-1011	\$14,852
17-08-137	004 -0000	\$7,802	17-08-138	016-0000	\$16,959	17-08-141	019-1012	\$14,852
17-08-137	005 -0000	\$6,857	17-08-138	018-0000	\$3,301	17-08-141	019-1013	\$27,882
17-08-137	006 -0000	\$6,857	17-08-138	019-0000		17-08-141	019-1014	\$21,271
17-08-137	008 -0000	\$171,084	17-08-138	020-0000		17-08-141	019-1015	\$25,771
17-08-137	009 -0000	\$5,962	17-08-138	021-0000	\$10,666	17-08-141	019-1016	\$21,271
17-08-137	010 -0000	\$6,857	17-08-139	001-0000	\$57,633	17-08-141	019-1017	\$21,230
17-08-137	011 -0000	\$6,857	17-08-139	003-0000		17-08-141	019-1018	\$25,771

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-141	019-1019	\$21,271	17-08-141	022-1011	\$31,374	17-08-254	014-0000	\$15,266
17-08-141	019-1020	\$21,271	17-08-141	022-1012	\$30,386	17-08-254	015-0000	
17-08-141	019-1021	\$21,271	17-08-141	022-1013	\$27,862	17-08-254	016-0000	
17-08-141	019-1022	\$27,882	17-08-141	022-1014	\$32,362	17-08-254	017-0000	\$6,391
17-08-141	019-1023	\$25,585	17-08-141	022-1015	\$28,411	17-08-254	018-0000	\$111,505
17-08-141	019-1024	\$23,382	17-08-141	022-1016	\$26,866	17-08-255	003-0000	\$79,473
17-08-141	019-1025	\$21,271	17-08-141	022-1017	\$30,139	17-08-255	005-0000	\$33,242
17-08-141	019-1026	\$25,771	17-08-141	022-1018	\$863	17-08-255	006-0000	\$14,147
17-08-141	019-1027	\$21,271	17-08-141	022-1019	\$863	17-08-255	008-0000	\$25,523
17-08-141	019-1028	\$22,373	17-08-141	022-1020	\$863	17-08-255	010-0000	\$45,917
17-08-141	019-1029	\$21,271	17-08-141	022-1021	\$863	17-08-255	011-0000	\$76,925
17-08-141	019-1030	\$25,771	17-08-141	022-1022	\$863	17-08-255	012-0000	\$8,514
17-08-141	019-1031	\$25,771	17-08-141	022-1023	\$863	17-08-255	013-0000	
17-08-141	019-1032	\$21,271	17-08-141	022-1024	\$863	17-08-255	014-0000	
17-08-141	019-1033	\$23,382	17-08-141	022-1025	\$863	17-08-256	001-0000	
17-08-141	020-0000		17-08-141	022-1026	\$863	17-08-256	002-0000	\$39,546
17-08-141	021-0000		17-08-141	022-1027	\$863	17-08-256	003-0000	
17-08-141	022-1001	\$44,099	17-08-141	022-1028	\$863	17-08-256	004-0000	\$97,623
17-08-141	022-1002	\$49,614	17-08-141	022-1029	\$863	17-08-256	005-0000	\$14,206
17-08-141	022-1003	\$27,606	17-08-141	022-1030	\$863	17-08-256	006-0000	\$14,206
17-08-141	022-1004	\$53,896	17-08-141	022-1031	\$863	17-08-256	007-0000	\$14,206
17-08-141	022-1005	\$40,394	17-08-141	022-1032	\$863	17-08-256	009-0000	\$200,448
17-08-141	022-1006	\$56,092	17-08-141	022-1033	\$863	17-08-256	010-0000	\$144,340
17-08-141	022-1007	\$27,246	17-08-141	022-1034	\$863	17-08-256	011-0000	\$101,048
17-08-141	022-1008	\$42,122	17-08-254	004-0000	\$40,248	17-08-257	001-0000	
17-08-141	022-1009	\$29,399	17-08-254	011-0000	\$553,467	17-08-257	002-0000	
17-08-141	022-1010	\$25,506	17-08-254	012-0000	\$131,835	17-08-257	003-0000	\$308,790

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-257	008-0000	\$35,355	17-08-260	007-0000	\$44,013	17-08-303	002-0000	\$7,535
17-08-257	014-0000	\$55,152	17-08-260	008-0000	\$10,178	17-08-303	003-0000	\$7,296
17-08-257	015-0000	\$45,145	17-08-260	009-0000	\$10,178	17-08-303	004-0000	\$8,293
17-08-257	016-0000	\$168,431	17-08-260	010-0000	\$58,259	17-08-303	005-0000	\$60,390
17-08-258	001-0000		17-08-260	011-0000	\$94,970	17-08-303	006-0000	\$25,082
17-08-258	002-0000	\$220,478	17-08-261	001-0000		17-08-303	007-0000	\$130,662
17-08-258	003-0000		17-08-261	002-0000		17-08-303	008-0000	\$326,090
17-08-258	004-0000	\$173,756	17-08-261	004-0000		17-08-303	009-0000	
17-08-258	005-0000	\$138,539	17-08-261	006-8001		17-08-303	010-0000	
17-08-259	001-0000		17-08-261	006-8002	\$5,551	17-08-303	011-0000	
17-08-259	002-0000	\$76,994	17-08-300	001-0000		17-08-304	002-0000	\$26,227
17-08-259	003-0000	\$149,543	17-08-301	001-0000	\$369,492	17-08-304	003-0000	\$9,747
17-08-259	004-0000	\$4,497	17-08-301	002-0000	\$401,557	17-08-304	005-0000	\$3,318
17-08-259	005-0000		17-08-301	003-0000	\$252,257	17-08-304	006-0000	\$293
17-08-259	006-0000		17-08-301	004-0000	\$101,048	17-08-304	007-0000	\$313,615
17-08-259	007-0000	\$40,480	17-08-301	005-0000	\$209,378	17-08-304	008-0000	\$248,913
17-08-259	008-0000	\$40,198	17-08-302	001-0000	\$240,190	17-08-304	010-0000	\$24,312
17-08-259	009-0000	\$9,470	17-08-302	002-0000	\$45,517	17-08-304	011-0000	\$94,122
17-08-259	010-0000	\$9,470	17-08-302	003-0000	\$40,409	17-08-304	012-0000	\$92,979
17-08-259	012-0000	\$56,011	17-08-302	004-0000	\$25,894	17-08-304	013-0000	\$59,781
17-08-259	013-0000	\$44,762	17-08-302	005-0000	\$137,085	17-08-305	001-0000	\$92,611
17-08-260	001-0000		17-08-302	006-0000	\$76,226	17-08-306	003-0000	\$9,696
17-08-260	002-0000		17-08-302	007-0000	\$3,789	17-08-306	004-0000	\$232,125
17-08-260	003-0000		17-08-302	008-0000	\$7,335	17-08-306	005-0000	\$899,949
17-08-260	004-0000		17-08-302	009-0000	\$10,130	17-08-306	006-0000	\$116,695
17-08-260	005-0000		17-08-302	010-0000	\$168,730	17-08-306	007-0000	\$275,945
17-08-260	006-0000		17-08-303	001-0000	\$132,020	17-08-306	008-0000	

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-306	009 -0000	\$10,160	17-08-308	033 -0000	\$22,916	17-08-310	013 -0000	\$320,713
17-08-306	010 -0000		17-08-308	034 -0000	\$22,916	17-08-311	001 -0000	\$64,200
17-08-306	011 -0000	\$35,344	17-08-308	035 -0000	\$124,704	17-08-311	002 -0000	\$124,536
17-08-307	001 -0000		17-08-308	036 -0000	\$235,334	17-08-311	003 -0000	\$4,486
17-08-307	004 -0000	\$14,961	17-08-308	037 -0000	\$8,658	17-08-311	004 -0000	\$4,232
17-08-307	005 -0000	\$9,900	17-08-308	038 -0000	\$13,846	17-08-311	006 -0000	\$100,517
17-08-307	006 -0000	\$9,829	17-08-309	001 -0000	\$139,445	17-08-311	007 -0000	\$6,115
17-08-307	007 -0000	\$64,078	17-08-309	002 -0000	\$73,648	17-08-311	008 -0000	\$2,606
17-08-307	008 -0000	\$8,848	17-08-309	003 -0000	\$123,841	17-08-311	009 -0000	\$420
17-08-307	009 -0000	\$11,010	17-08-309	004 -0000	\$26,122	17-08-312	001 -0000	\$14,640
17-08-307	011 -0000	\$91,665	17-08-309	005 -0000	\$49,870	17-08-312	002 -0000	\$4,609
17-08-307	012 -0000	\$160,564	17-08-309	006 -0000	\$337,761	17-08-312	003 -0000	\$224,001
17-08-307	014 -0000	\$261,559	17-08-309	007 -0000	\$39,428	17-08-313	001 -0000	\$227,942
17-08-307	015 -0000	\$62,059	17-08-309	008 -0000	\$36,833	17-08-313	002 -0000	\$131,736
17-08-307	016 -0000	\$15,243	17-08-309	009 -0000	\$14,819	17-08-313	003 -0000	\$22,946
17-08-307	017 -0000		17-08-310	001 -0000	\$167,275	17-08-313	004 -0000	\$22,946
17-08-307	018 -0000	\$11,266	17-08-310	002 -0000	\$45,390	17-08-313	012 -0000	\$98,955
17-08-307	019 -0000		17-08-310	003 -0000	\$59,223	17-08-313	013 -0000	\$1,214,764
17-08-308	020 -0000	\$3,372	17-08-310	004 -0000	\$37,721	17-08-314	003 -0000	\$19,383
17-08-308	021 -0000	\$8,594	17-08-310	005 -0000	\$5,414	17-08-314	004 -0000	\$7,434
17-08-308	022 -0000	\$9,631	17-08-310	006 -0000	\$7,445	17-08-314	005 -0000	\$7,157
17-08-308	023 -0000	\$8,869	17-08-310	007 -0000	\$7,307	17-08-314	006 -0000	\$7,157
17-08-308	028 -0000	\$43,161	17-08-310	008 -0000	\$7,098	17-08-314	007 -0000	\$8,306
17-08-308	029 -0000	\$34,178	17-08-310	009 -0000	\$7,124	17-08-314	008 -0000	\$26,079
17-08-308	030 -0000	\$31,852	17-08-310	010 -0000	\$7,124	17-08-314	009 -0000	\$30,578
17-08-308	031 -0000	\$36,717	17-08-310	011 -0000	\$12,052	17-08-314	010 -0000	\$41,715
17-08-308	032 -0000	\$27,727	17-08-310	012 -0000	\$12,379	17-08-314	011 -0000	\$33,018

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-314	012-0000	\$33,018	17-08-315	013-0000	\$19,970	17-08-317	002-0000	\$47,428
17-08-314	013-0000	\$33,018	17-08-315	014-0000	\$10,720	17-08-317	003-0000	\$16,161
17-08-314	014-0000	\$33,018	17-08-315	015-0000	\$7,161	17-08-317	004-0000	\$3,699
17-08-314	015-0000	\$12,646	17-08-315	016-0000	\$8,318	17-08-317	005-0000	\$35,198
17-08-314	016-0000	\$12,646	17-08-315	017-0000	\$3,968	17-08-317	006-0000	\$48,646
17-08-314	017-0000	\$12,646	17-08-315	018-0000	\$9,117	17-08-317	007-0000	\$69,900
17-08-314	022-0000	\$53,485	17-08-315	019-0000	\$4,202	17-08-317	008-0000	\$95,058
17-08-314	023-0000	\$49,001	17-08-315	020-0000	\$4,202	17-08-317	009-0000	\$51,236
17-08-314	024-0000	\$30,578	17-08-315	021-0000	\$128,349	17-08-317	010-0000	\$10,356
17-08-314	025-0000	\$18,240	17-08-315	022-0000	\$120,527	17-08-317	011-0000	\$3,783
17-08-314	026-0000	\$34,333	17-08-315	023-0000	\$32,177	17-08-317	012-0000	\$3,783
17-08-314	027-0000	\$38,771	17-08-315	024-0000	\$27,596	17-08-317	013-0000	\$12,338
17-08-314	028-0000	\$166,873	17-08-315	025-0000	\$27,596	17-08-317	014-0000	\$12,338
17-08-314	029-0000	\$71,013	17-08-315	026-0000	\$27,596	17-08-317	015-0000	\$67,578
17-08-314	030-0000	\$314,107	17-08-315	029-0000	\$22,513	17-08-317	016-0000	\$390,607
17-08-315	001-0000	\$53,816	17-08-315	031-0000	\$51,896	17-08-317	017-0000	\$25,758
17-08-315	002-0000	\$46,518	17-08-316	001-0000	\$13,556	17-08-317	018-0000	\$101,102
17-08-315	003-0000	\$12,719	17-08-316	002-0000	\$29,840	17-08-317	019-0000	\$7,798
17-08-315	004-0000	\$5,937	17-08-316	003-0000	\$52,721	17-08-317	020-0000	\$39,647
17-08-315	005-0000	\$11,645	17-08-316	004-0000	\$21,786	17-08-318	010-0000	\$48,172
17-08-315	006-0000	\$40,624	17-08-316	005-0000	\$288,067	17-08-318	011-0000	\$25,861
17-08-315	007-0000	\$214,249	17-08-316	007-0000	\$136,097	17-08-318	012-0000	\$9,384
17-08-315	008-0000	\$36,282	17-08-316	008-0000	\$141,571	17-08-318	013-0000	\$9,384
17-08-315	009-0000	\$75,002	17-08-316	009-0000	\$116,349	17-08-318	014-0000	\$4,699
17-08-315	010-0000	\$50,901	17-08-316	010-0000	\$55,927	17-08-318	016-0000	\$4,738
17-08-315	011-0000	\$19,563	17-08-316	011-0000	\$3,512	17-08-318	017-0000	\$135,589
17-08-315	012-0000	\$19,563	17-08-317	001-0000	\$78,548	17-08-318	018-0000	\$38,726

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17-08-318	019-0000		17-08-319	016-0000	\$86,774	17-08-320	025-0000	\$396,989
17-08-318	020-0000		17-08-319	017-0000	\$43,331	17-08-322	003-0000	\$96,099
17-08-318	021-0000		17-08-319	018-0000	\$35,656	17-08-322	004-0000	\$44,319
17-08-318	023-0000		17-08-319	019-0000	\$66,212	17-08-322	005-0000	\$270,058
17-08-318	026-0000	\$52,958	17-08-319	020-0000	\$36,239	17-08-322	006-0000	\$7,555
17-08-318	027-0000	\$66,961	17-08-319	021-0000	\$61,057	17-08-322	007-0000	\$4,235
17-08-318	028-0000	\$25,590	17-08-319	022-0000	\$54,939	17-08-322	010-0000	\$98,787
17-08-318	029-0000	\$5,461	17-08-319	023-0000	\$172,233	17-08-322	011-0000	\$98,787
17-08-318	032-0000	\$11,232	17-08-320	001-0000	\$117,621	17-08-322	012-0000	\$98,789
17-08-318	033-0000		17-08-320	002-0000	\$47,144	17-08-322	013-0000	\$103,725
17-08-318	034-0000		17-08-320	003-0000	\$7,811	17-08-322	014-0000	\$195,342
17-08-318	035-0000	\$44,054	17-08-320	004-0000	\$59,794	17-08-322	018-0000	\$33,267
17-08-319	001-0000	\$11,514	17-08-320	005-0000	\$126,049	17-08-322	019-0000	\$22,520
17-08-319	002-0000	\$5,353	17-08-320	006-0000	\$126,049	17-08-323	001-0000	
17-08-319	003-0000	\$0	17-08-320	010-0000	\$16,232	17-08-323	002-0000	\$57,177
17-08-319	004-0000	\$5,353	17-08-320	011-0000	\$16,232	17-08-323	003-0000	\$33,214
17-08-319	005-0000	\$10,365	17-08-320	012-0000	\$32,465	17-08-323	004-0000	\$56,041
17-08-319	006-0000	\$10,270	17-08-320	013-0000	\$27,073	17-08-324	001-0000	\$23,191
17-08-319	007-0000	\$15,531	17-08-320	014-0000	\$27,548	17-08-324	002-0000	\$128,885
17-08-319	008-0000	\$29,274	17-08-320	015-0000	\$5,270	17-08-324	003-0000	\$136,510
17-08-319	009-0000	\$29,274	17-08-320	016-0000	\$40,030	17-08-324	004-0000	\$31,251
17-08-319	010-0000	\$21,848	17-08-320	018-0000	\$91,447	17-08-324	005-0000	\$19,161
17-08-319	011-0000	\$43,167	17-08-320	019-0000	\$43,406	17-08-324	006-0000	\$17,440
17-08-319	012-0000	\$63,090	17-08-320	020-0000	\$21,502	17-08-324	007-0000	\$42,535
17-08-319	013-0000	\$63,090	17-08-320	021-0000	\$16,542	17-08-324	008-0000	\$70,154
17-08-319	014-0000	\$31,875	17-08-320	022-0000	\$19,989	17-08-324	009-0000	\$72,682
17-08-319	015-0000	\$119,865	17-08-320	023-0000	\$131,338	17-08-324	010-0000	\$30,642

Appendix "C".
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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-324	011-0000	\$68,846	17-08-325	028-0000	\$157,313	17-08-327	005-0000	\$15,658
17-08-324	012-0000	\$98,249	17-08-325	029-0000	\$166,077	17-08-327	006-0000	\$29,995
17-08-324	013-0000	\$37,567	17-08-325	030-0000		17-08-327	033-0000	\$9,599
17-08-324	014-0000	\$41,442	17-08-325	031-0000	\$86,188	17-08-327	034-0000	\$10,053
17-08-324	015-0000	\$23,641	17-08-326	004-0000	\$60,650	17-08-327	035-0000	\$10,720
17-08-324	016-0000	\$5,614	17-08-326	005-0000	\$60,433	17-08-327	036-0000	\$10,451
17-08-324	017-0000	\$37,577	17-08-326	006-0000	\$20,144	17-08-327	042-0000	\$40,495
17-08-324	018-0000		17-08-326	007-0000	\$35,658	17-08-327	043-0000	\$113,022
17-08-325	001-0000	\$168,760	17-08-326	008-0000	\$30,898	17-08-328	036-0000	\$45,076
17-08-325	002-0000		17-08-326	009-0000	\$82,083	17-08-328	037-0000	\$196,997
17-08-325	004-0000	\$54,599	17-08-326	010-0000	\$15,580	17-08-329	001-0000	\$298,079
17-08-325	005-0000	\$92,441	17-08-326	011-0000	\$70,488	17-08-329	002-0000	\$15,150
17-08-325	006-0000	\$178,197	17-08-326	012-0000	\$64,435	17-08-329	003-0000	\$30,309
17-08-325	007-0000	\$46,472	17-08-326	013-0000	\$64,925	17-08-329	004-0000	\$62,221
17-08-325	008-0000	\$20,622	17-08-326	014-0000	\$23,180	17-08-329	005-0000	\$743,884
17-08-325	009-0000	\$25,289	17-08-326	015-0000	\$118,346	17-08-330	001-0000	\$11,398
17-08-325	010-0000	\$48,727	17-08-326	022-0000	\$112,530	17-08-330	002-0000	\$11,060
17-08-325	013-0000	\$6,345	17-08-326	023-0000	\$78,726	17-08-330	003-0000	\$11,060
17-08-325	016-0000	\$99,299	17-08-326	024-0000	\$78,726	17-08-330	004-0000	\$11,060
17-08-325	018-0000	\$36,114	17-08-326	025-0000	\$97,808	17-08-330	005-0000	\$22,128
17-08-325	019-0000	\$36,572	17-08-326	026-0000	\$29,072	17-08-330	006-0000	\$71,355
17-08-325	022-0000	\$11,570	17-08-326	027-0000	\$196,799	17-08-330	007-0000	\$51,563
17-08-325	023-0000	\$124,056	17-08-326	028-0000	\$109,022	17-08-330	012-0000	\$16,968
17-08-325	024-0000	\$44,530	17-08-326	029-0000	\$77,530	17-08-330	013-0000	\$17,353
17-08-325	025-0000	\$102,329	17-08-326	030-0000	\$40,572	17-08-330	014-0000	\$15,032
17-08-325	026-0000	\$148,891	17-08-327	003-0000	\$8,768	17-08-330	015-0000	\$5,911
17-08-325	027-0000	\$28,684	17-08-327	004-0000	\$6,890	17-08-330	016-0000	\$16,817

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Block PIN EAV Block PIN EAV Block PIN EAV Block PIN EAV

17-08-330	022-0000	\$204,033	17-08-407	010-0000		17-08-410	008-0000	\$12,856
17-08-331	023-0000		17-08-407	011-0000	\$17,859	17-08-410	009-0000	\$7,058
17-08-331	024-0000		17-08-408	001-0000	\$62,234	17-08-410	010-0000	\$7,058
17-08-400	002-0000	\$642,317	17-08-408	002-0000	\$116,157	17-08-410	011-0000	\$39,634
17-08-400	004-0000	\$132,295	17-08-408	003-0000	\$111,751	17-08-410	012-0000	\$89,042
17-08-400	005-0000		17-08-408	004-0000	\$173,881	17-08-411	001-0000	\$2,013,959
17-08-401	002-0000	\$167,353	17-08-408	005-0000	\$35,490	17-08-412	005-0000	\$41,119
17-08-401	004-0000	\$186,755	17-08-408	006-0000	\$190,133	17-08-412	006-0000	\$194,058
17-08-401	006-0000	\$13,538	17-08-408	007-0000	\$27,725	17-08-412	007-0000	\$94,223
17-08-401	007-0000		17-08-408	008-0000	\$29,947	17-08-412	009-0000	\$100,624
17-08-402	004-0000	\$59,172	17-08-408	009-0-000	\$133,810	17-08-412	010-0000	\$74,817
17-08-402	006-0000		17-08-408	010-0000	\$115,019	17-08-412	011-0000	\$94,481
17-08-402	007-0000	\$477,602	17-08-409	002-0000	\$42,808	17-08-412	012-0000	\$46,636
17-08-403	002-0000	\$139,428	17-08-409	003-0000	\$35,213	17-08-412	013-0000	\$94,460
17-08-403	004-0000		17-08-409	004-0000	\$156,147	17-08-413	001-0000	\$87,294
17-08-403	005-0000		17-08-409	005-0000	\$12,187	17-08-413	002-0000	
17-08-403	006-0000	\$298,062	17-08-409	006-0000	\$12,187	17-08-414	001-0000	\$49,704
17-08-404	003-0000		17-08-409	007-0000	\$126,346	17-08-414	002-0000	
17-08-404	004-0000	\$65,308	17-08-409	008-0000	\$245,470	17-08-415	001-0000	\$49,704
17-08-404	005-0000		17-08-409	009-0000	\$152,437	17-08-415	002-0000	
17-08-405	003-0000	\$159,293	17-08-410	001-0000	\$209,446	17-08-416	001-0000	\$82,645
17-08-405	004-0000		17-08-410	002-0000	\$13,577	17-08-416	002-0000	\$66,337
17-08-406	006-0000		17-08-410	003-0000	\$139,051	17-08-416	003-0000	\$88,364
17-08-406	007-0000		17-08-410	004-0000	\$355,153	17-08-416	004-0000	\$237,660
17-08-406	008-0000	\$123,297	17-08-410	005-0000	\$101,100	17-08-416	005-0000	\$46,294
17-08-407	008-0000	\$346,133	17-08-410	006-0000	\$12,856	17-08-416	006-0000	\$68,818
17-08-407	009-0000		17-08-410	007-0000	\$12,856	17-08-416	007-0000	\$92,743

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-417	001 -0000	\$17,756	17-08-420	007 -0000	\$43,361	17-08-421	017 -0000	\$19,281
17-08-417	002 -0000	\$23,634	17-08-420	008 -0000	\$40,125	17-08-422	002 -0000	\$52,848
17-08-417	003 -0000	\$65,050	17-08-420	009 -0000	\$15,828	17-08-422	003 -0000	\$131,876
17-08-417	004 -0000	\$281,283	17-08-420	011 -0000	\$37,231	17-08-422	005 -0000	\$31,772
17-08-418	002 -0000	\$37,687	17-08-420	012 -0000	\$37,685	17-08-422	006 -0000	\$34,795
17-08-418	003 -0000	\$227,992	17-08-420	013 -0000	\$27,355	17-08-422	007 -0000	\$47,970
17-08-418	004 -0000	\$58,722	17-08-420	014 -0000	\$100,106	17-08-422	008 -0000	\$171,699
17-08-418	005 -0000	\$115,716	17-08-420	015 -0000	\$56,852	17-08-422	009 -0000	\$16,131
17-08-418	006 -0000	\$42,350	17-08-420	016 -0000	\$25,590	17-08-422	010 -0000	\$32,265
17-08-418	007 -0000	\$68,618	17-08-420	017 -0000	\$25,758	17-08-422	011 -0000	\$166,260
17-08-418	008 -0000	\$27,918	17-08-420	018 -0000	\$37,655	17-08-422	012 -0000	\$24,297
17-08-418	009 -0000	\$22,836	17-08-420	019 -0000	\$97,324	17-08-423	001 -0000	\$180,371
17-08-418	010 -0000	\$12,140	17-08-421	001 -0000	\$15,232	17-08-423	002 -0000	\$124,515
17-08-419	001 -0000	\$157,494	17-08-421	002 -0000	\$15,232	17-08-423	003 -0000	\$540,341
17-08-419	002 -0000	\$323,297	17-08-421	003 -0000	\$15,232	17-08-423	004 -0000	\$638,031
17-08-419	003 -0000	\$18,371	17-08-421	004 -0000	\$119,413	17-08-423	005 -0000	\$290,480
17-08-419	004 -0000	\$88,581	17-08-421	006 -0000	\$53,078	17-08-423	006 -0000	\$53,452
17-08-419	005 -0000	\$217,429	17-08-421	007 -0000	\$138,027	17-08-423	007 -0000	\$8,065
17-08-419	006 -0000	\$21,416	17-08-421	008 -0000	\$184,147	17-08-423	008 -0000	\$39,301
17-08-419	007 -0000	\$22,055	17-08-421	009 -0000	\$53,039	17-08-423	009 -0000	\$30,317
17-08-419	008 -0000	\$14,156	17-08-421	010 -0000	\$94,124	17-08-423	010 -0000	\$14,845
17-08-419	009 -0000	\$56,506	17-08-421	011 -0000	\$19,428	17-08-423	011 -0000	\$23,809
17-08-420	001 -0000	\$182,423	17-08-421	012 -0000	\$21,306	17-08-424	001 -0000	\$16,131
17-08-420	002 -0000	\$99,535	17-08-421	013 -0000	\$31,473	17-08-424	004 -0000	\$28,439
17-08-420	003 -0000	\$266,856	17-08-421	014 -0000	\$56,732	17-08-424	006 -0000	\$62,371
17-08-420	004 -0000	\$266,852	17-08-421	015 -0000	\$21,067	17-08-424	007 -0000	\$37,162
17-08-420	005 -0000	\$89,242	17-08-421	016 -0000	\$113,293	17-08-424	008 -0000	

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-424	009-0000		17-08-426	008-0000	\$72,125	17-08-428	002-0000	\$19,010
17-08-424	010-0000	\$55,830	17-08-426	009-0000	\$20,273	17-08-428	003-0000	\$19,010
17-08-424	011-0000	\$101,722	17-08-426	010-0000	\$47,964	17-08-428	004-0000	\$201,100
17-08-424	012-0000	\$44,306	17-08-426	011-0000	\$153,203	17-08-428	005-0000	\$32,325
17-08-424	013-0000	\$391,504	17-08-426	012-0000	\$76,783	17-08-428	006-0000	\$16,725
17-08-424	016-0000	\$72,857	17-08-426	013-0000	\$26,522	17-08-428	009-0000	\$85,758
17-08-424	017-0000	\$73,926	17-08-426	014-0000	\$26,864	17-08-428	012-0000	\$104,366
17-08-424	018-0000	\$96,129	17-08-427	001-0000	\$43,596	17-08-428	014-0000	\$92,809
17-08-424	019-0000	\$68,043	17-08-427	002-0000	\$24,303	17-08-428	017-0000	\$65,300
17-08-424	020-0000	\$82,337	17-08-427	003-0000	\$24,676	17-08-428	018-0000	\$62,787
17-08-425	001-0000	\$216,913	17-08-427	004-0000	\$24,303	17-08-428	019-0000	\$57,246
17-08-425	002-0000	\$31,589	17-08-427	005-0000	\$34,014	17-08-428	020-0000	\$97,601
17-08-425	003-0000	\$17,575	17-08-427	006-0000	\$97,601	17-08-428	021-0000	\$103,359
17-08-425	004-0000	\$17,272	17-08-427	007-0000	\$72,218	17-08-428	022-0000	\$138,012
17-08-425	005-0000	\$17,239	17-08-427	008-0000	\$118,453	17-08-428	023-0000	\$238,195
17-08-425	006-0000	\$137,124	17-08-427	009-0000	\$99,544	17-08-429	001-0000	\$89,018
17-08-425	007-0000	\$136,274	17-08-427	010-0000	\$48,704	17-08-429	002-0000	\$51,475
17-08-425	008-0000	\$81,915	17-08-427	011-0000	\$30,277	17-08-429	003-0000	\$13,504
17-08-425	009-0000	\$36,383	17-08-427	012-0000	\$13,254	17-08-429	004-0000	\$77,904
17-08-425	010-0000	\$35,860	17-08-427	013-0000	\$33,691	17-08-429	005-0000	\$124,282
17-08-425	011-0000	\$35,860	17-08-427	015-0000	\$75,318	17-08-429	006-0000	\$25,859
17-08-425	012-0000	\$44,910	17-08-427	016-0000	\$31,055	17-08-429	007-0000	\$74,645
17-08-425	013-0000	\$135,193	17-08-427	017-0000	\$54,416	17-08-429	008-0000	\$45,810
17-08-425	014-0000	\$44,295	17-08-427	018-0000	\$55,626	17-08-429	009-0000	\$22,726
17-08-426	001-0000	\$343,360	17-08-427	019-0000	\$63,828	17-08-429	010-0000	\$21,549
17-08-426	005-0000	\$133,562	17-08-427	020-0000	\$39,090	17-08-429	011-0000	\$14,483
17-08-426	007-0000	\$27,088	17-08-427	021-0000	\$62,335	17-08-429	012-0000	\$18,270

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-429	013-0000	\$5,452	17-08-431	007-0000	\$46,610	17-08-435	006-0000	\$108,045
17-08-429	014-0000	\$5,452	17-08-431	008-0000	\$59,946	17-08-435	007-0000	\$88,691
17-08-429	015-0000	\$14,627	17-08-431	010-0000	\$34,231	17-08-435	008-0000	
17-08-429	016-0000	\$14,627	17-08-431	011-0000	\$60,043	17-08-435	009-0000	
17-08-429	017-0000	\$490,237	17-08-431	012-0000	\$104,377	17-08-435	010-0000	
17-08-430	001-0000	\$24,712	17-08-431	013-0000	\$213,832	17-08-435	011-0000	\$213,018
17-08-430	002-0000	\$51,671	17-08-431	014-0000	\$121,965	17-08-435	012-0000	\$191,846
17-08-430	003-0000	\$40,781	17-08-431	015-0000	\$106,785	17-08-438	001-0000	\$565,045
17-08-430	004-0000	\$47,094	17-08-431	016-0000	\$116,123	17-08-439	001-0000	\$71,215
17-08-430	005-0000	\$54,479	17-08-432	001-0000	\$280,315	17-08-439	003-0000	\$790,188
17-08-430	006-0000	\$49,468	17-08-432	002-0000	\$27,161	17-08-439	005-0000	\$28,183
17-08-430	007-0000	\$136,954	17-08-432	003-0000	\$142,935	17-08-439	006-0000	\$27,837
17-08-430	008-0000	\$322,180	17-08-432	004-0000	\$27,527	17-08-439	007-0000	\$54,100
17-08-430	009-0000	\$11,910	17-08-432	005-0000	\$59,099	17-08-439	008-0000	\$400
17-08-430	010-0000	\$11,996	17-08-432	006-0000	\$30,249	17-08-439	009-0000	
17-08-430	011-0000	\$22,965	17-08-432	007-0000	\$156,859	17-08-439	010-0000	
17-08-430	012-0000	\$22,965	17-08-432	008-0000	\$35,245	17-08-439	011-0000	\$36,129
17-08-430	013-0000	\$91,529	17-08-432	009-0000	\$36,303	17-08-439	012-0000	\$78,720
17-08-430	014-0000	\$471,330	17-08-432	010-0000	\$26,795	17-08-439	013-0000	
17-08-430	015-0000	\$88,992	17-08-432	011-0000	\$42,317	17-08-439	014-0000	\$35,501
17-08-430	016-0000	\$141,644	17-08-432	012-0000	\$54,492	17-08-439	015-0000	\$35,501
17-08-431	001-0000	\$151,178	17-08-432	013-0000	\$95,189	17-08-440	001-0000	\$32,859
17-08-431	002-0000	\$27,488	17-08-435	001-0000		17-08-440	002-0000	\$86,690
17-08-431	003-0000	\$25,498	17-08-435	002-0000		17-08-440	003-0000	\$82,219
17-08-431	004-0000	\$25,498	17-08-435	003-0000		17-08-440	004-0000	\$28,979
17-08-431	005-0000	\$190,834	17-08-435	004-0000		17-08-440	005-0000	\$28,979
17-08-431	006-0000	\$31,189	17-08-435	005-0000	\$21,754	17-08-440	006-0000	\$57,504

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<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>	<i>Block</i>	<i>PIN</i>	<i>EAV</i>
17-08-440	008-0000	\$36,517	17-08-440	023-1016	\$27,851	17-08-440	023-1043	\$3,688
17-08-440	009-0000	\$145,240	17-08-440	023-1017	\$32,245	17-08-440	023-1044	\$3,798
17-08-440	011-0000	\$172,136	17-08-440	023-1018	\$26,380	17-08-440	023-1045	\$3,798
17-08-440	013-0000	\$291,230	17-08-440	023-1019	\$21,990	17-08-440	023-1046	\$7,598
17-08-440	014-0000	\$254,888	17-08-440	023-1020	\$22,749	17-08-440	023-1047	\$3,798
17-08-440	015-0000	\$11,867	17-08-440	023-1021	\$29,310	17-08-440	023-1048	\$3,798
17-08-440	016-0000		17-08-440	023-1022	\$38,324	17-08-440	023-1049	\$50
17-08-440	017-0000		17-08-440	023-1023	\$27,961	17-08-440	023-1050	\$50
17-08-440	018-0000		17-08-440	023-1024	\$32,351	17-08-440	023-1051	\$4,125
17-08-440	019-0000		17-08-440	023-1025	\$27,745	17-08-440	023-1052	\$4,125
17-08-440	020-0000		17-08-440	023-1026	\$26,380	17-08-440	023-1053	\$54
17-08-440	021-0000		17-08-440	023-1027	\$4,557	17-08-440	023-1054	\$4,125
17-08-440	023-1001	\$71,426	17-08-440	023-1028	\$61	17-08-440	023-1055	\$1,300
17-08-440	023-1002	\$75,897	17-08-440	023-1029	\$7,271	17-08-440	023-1056	\$757
17-08-440	023-1003	\$26,490	17-08-440	023-1030	\$7,271	17-08-440	023-1057	\$50,376
17-08-440	023-1004	\$22,749	17-08-440	023-1031	\$5,100	17-09-307	002-0000	
17-08-440	023-1005	\$24,810	17-08-440	023-1032	\$6,403	17-09-307	003-0000	
17-08-440	023-1006	\$38,324	17-08-440	023-1033	\$4,232	17-09-307	004-0000	\$179,006
17-08-440	023-1007	\$32,461	17-08-440	023-1034	\$54	17-09-307	005-0000	\$110,834
17-08-440	023-1008	\$32,351	17-08-440	023-1035	\$3,798	17-09-307	009-0000	
17-08-440	023-1009	\$27,745	17-08-440	023-1036	\$4,232	17-09-307	010-0000	\$53,526
17-08-440	023-1010	\$26,380	17-08-440	023-1037	\$3,798	17-09-307	011-0000	
17-08-440	023-1011	\$26,490	17-08-440	023-1038	\$4,232	17-09-310	001-0000	\$79,436
17-08-440	023-1012	\$22,749	17-08-440	023-1039	\$6,728	17-09-310	006-0000	
17-08-440	023-1013	\$24,810	17-08-440	023-1040	\$3,688	17-09-310	007-0000	\$53,709
17-08-440	023-1014	\$38,321	17-08-440	023-1041	\$4,450	17-09-310	008-0000	
17-08-440	023-1015	\$32,461	17-08-440	023-1042	\$4,015	17-09-311	001-0000	\$118,141
17-09-311	002-0000	\$411,476	Grand Total of 1996 EAV's \$144,857,459					
17-09-311	005-0000							
17-09-311	013-0000							

EXHIBIT E
CONSTRUCTION CONTRACT

Exhibit E

AIA DOCUMENT | A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 9TH day of September
Rapp
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

nanoINK INC.
1436 West Randolph St., Ste. 402
Chicago, Illinois 60607
Phone: (312) 432-9100
Fax: (312) 432-9045

and the Contractor:
(Name, address and other information)

Interior Alterations, Inc.
318 West Adams St., 11th Floor
Chicago, Illinois 60606
Phone: (312) 454-1599
Fax: (312) 454-9864

The Project is:
(Name and location)

nanoINK INC.
1335 West Randolph
Chicago, Illinois 60607

The Architect is:
(Name, address and other information)

Archideas, Inc.
311 West Superior, Ste. 410
Chicago, Illinois 60610

The Owner and Contractor agree as follows.

ument has impor-
ta' al consequences.
Cc 'tation with an
attorney is encouraged
with respect to
completion jification.

AIA Document A201-1997,
General Conditions of the
Contract for Construction, is
adopted in this document by
reference. Do not use with
other general conditions
unless this document is
modified.

This document has been
approved and endorsed by
The Associated General
Contractors of America.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement shall be September 9, 2002 JS/

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than November 22, 2002 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

The Date of Substantial Completion shall be November 22, 2002 JS/

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two million four hundred sixty two thousand two hundred forty one Dollars (\$ 2,462,241), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

See attached Addendum 'A' -- Supplemental Conditions

4.3 Unit prices, if any, are as follows:
Not applicable

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See attached Addendum 'A' --Supplemental Conditions

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(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 Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

nanoINK INC.
1436 West Randolph St., Ste. 402
Chicago, Illinois 60607
Attn: Christopher Anzalone

7.4 The Contractor's representative is:

(Name, address and other information)

Interior Alterations, Inc. 318 West Adams St., 11th Floor
Chicago, Illinois 60606
Attn: Robert McKenna

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

Not applicable



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
<u>Not applicable</u>		

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
<u>See attached Addendum 'A'--Supplemental Conditions</u>		

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>See attached Addendum 'A'--Supplemental Conditions</u>		



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

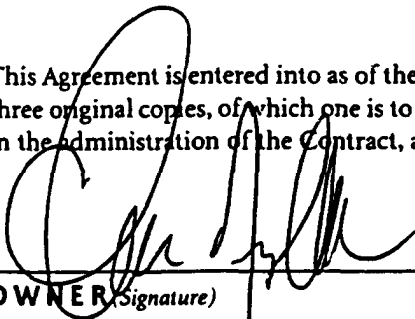
See attached Addendum 'A'--Supplemental Conditions

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See attached Addendum 'A'--Supplemental Conditions

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



OWNER (Signature)



CONTRACTOR (Signature)

Chris Anzalone, President
(Printed name and title)

Ross D. McKenna, Vice President
(Printed name and title)

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AIA DOCUMENT A201-1997

General Conditions of the Contract for Construction

TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

5. SUBCONTRACTS

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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10. PROTECTION OF PERSONS AND PROPERTY

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13. MISCELLANEOUS PROVISIONS

14. TERMINATION OR SUSPENSION OF THE CONTRACT

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This document has been approved and endorsed by The Associated General Contractors of America.

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complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier starts absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor and its subcontractors shall maintain a record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyright in copies of Instruments of Service, except the Contractor's record set shall be returned or otherwise accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of that Project without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in

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accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and the Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting the Work. The Contractor's obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during the review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to determine if the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.



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Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are in variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such person or entities as the Owner may direct, but the Contractor shall not be required to employ person or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- 1) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- 3) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.



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the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals for the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certification by a design professional related to systems, materials or equipment are specifically required by the Contract Documents, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others shall bear the professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



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construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to endeavor to guard the Owner against defects and deficiencies in the Work, and (2) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.



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The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes all disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility for substantial Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, except otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14.1, Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.



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condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect when a response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

4.4.6 When a written decision of the Architect states that (1) the decision is final, subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 day period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless agreed to be acceptable to all parties concerned.

4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 5.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be



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4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume before the Contractor all the obligations and responsibilities, including the responsibility for safety of the



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Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner, but are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect shall allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided, by Change Order, Construction Change Directive or order for a minor change in the Work.



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- a costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- s additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 10.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day, unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. In executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. If the date of commencement is established by the Contract Documents or a notice to proceed given

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9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, of such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation of the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a lesser amount, the Architect will promptly issue a Certificate for Payment for the amount agreed upon if the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the circumstances.



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9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for and the inspection by the Architect to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall state the time within which the Contractor shall finish all items on the list accompanying the Certificate. All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainer applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.1 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for security, retainer, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and



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portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- 1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- 2 failure of the Work to comply with the requirements of the Contract Documents; or
- 3 terms of special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to:

- 1 employees on the Work and other persons who may be affected thereby;
- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walls, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable law, ordinance, rule, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including, but not limited to, danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect, anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.



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extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- 2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- 4 claims for damages insured by usual personal injury liability coverage;
- 5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7 claims for bodily injury or property damage arising out of complete operations and
- 8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written ~~foreign~~ ~~less than~~ ~~minimum~~ liability specified in the Contract Documents or required by law, which ~~is~~ ~~coverage~~ ~~is~~ ~~greater~~ ~~than~~ ~~the~~ ~~Contract~~ ~~Documents~~ ~~require~~ ~~and~~ ~~shall~~ ~~be~~ ~~maintained~~ ~~without~~ ~~interruption~~ ~~from~~ ~~date~~ ~~of~~ ~~commencement~~ ~~of~~ ~~the~~ ~~Work~~ ~~until~~ ~~date~~ ~~of~~ ~~final~~ ~~payment~~ and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies ~~required~~ ~~by~~ ~~the~~ ~~Contract~~ ~~Documents~~ ~~and~~ ~~Paragraph~~ ~~11.1~~ shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force until final payment and are reasonably available, an additional certificate ~~showing~~ ~~continuation~~ ~~of~~ ~~such~~ ~~coverage~~ shall be submitted with the final Application for Payment ~~required~~ ~~by~~ ~~Subparagraph~~ ~~9.30.2~~. Information concerning reduction of coverage on account of revised limits ~~of~~ ~~coverage~~ under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain ~~the~~ ~~Contractor's~~ ~~usual~~ ~~source~~ ~~of~~ ~~Management~~ ~~Protective~~ ~~Liability~~ ~~insurance~~ from the Contractor's usual source ~~of~~ ~~coverage~~ for the Owner's, Contractor's and Architect's vicarious liability for ~~contract~~ ~~operations~~ under the Contract. Unless otherwise required by the Contract Documents, the Owner



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occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4.5 If during the Project construction period the Owner insures properties, real or personal, both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.3 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of them, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, whether or not the person or entity had an insurable interest in the property damaged.



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12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish any time limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and replacement, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.



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13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- 1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued on any and all events not later than such date of Substantial Completion.
- 2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, 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 date of issuance of the final Certificate for Payment; and
- 3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, 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 date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 12.1, the date of correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform an obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Supplier or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- 1 issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;



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14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience, without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



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ADDENDUM 'A' – SUPPLEMENTAL CONDITIONS

PART I

**Supplemental Conditions for AIA Document A101 – 1997 – Addendum to Standard Form
of Agreement Between Owner and Contractor
Where the Basis of Payment is a Stipulated Sum**

The following amends and provides supplemental conditions ("Supplemental Conditions") to AIA Document A101 – 1997 – Addendum to Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum ("Agreement"), dated Sept 9 2002 *PO/JS* between NanoInk, Inc. ("Owner"), and Interior Alterations, Inc. ("Contractor"). The following Supplemental Conditions may modify, change, delete from, or add to the Agreement. Where any Article of the Agreement is modified or any paragraph or subparagraph thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, paragraph or subparagraph shall remain in effect. In the event of any conflict between the terms of the Agreement and the terms of these Supplemental Conditions, these Supplemental Conditions shall prevail. Terms that are defined in the Agreement and used herein shall have the same meaning as used in the Agreement.

ARTICLE 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Paragraph 3.4 Insert the following in Subparagraph 3.4:

The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially complete by the Scheduled Date for Substantial Completion, as the same may be extended in accordance with the Contract Documents, and also recognize that delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not substantially complete by such date. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that elapses between fifteen (15) days following the Scheduled Date for Substantial Completion, as the same may be extended in accordance with the Contract Documents (including, without limitation, extensions attributable to delays caused by the Owner or by parties for whose actions the Owner is responsible), and the date of issuance of a final certificate of occupancy by the local governing authority. However, to the extent an unreasonable delay in the issuance of a certificate of occupancy occurs, and is in the Owner's and Architect's concurring opinion, not attributable to the acts or omissions of the Contractor, its subcontractors, sub-subcontractors or material suppliers, the Owner and Architect shall fix a date on which liquidated damages shall cease to be assessed against the Contractor.

ARTICLE 4 – CONTRACT SUM

Paragraph 4.4 Insert the following new Paragraph 4.4:

4.4 The Contractor agrees that the Contract Sum as set forth in this Article 4 is inclusive of any and all products and services contained in the Contract Documents and any exhibits made part of this Addendum 'A', including, but not limited to all Alternates, Allowances and Owner Supplied Items.

ARTICLE 5 – PAYMENTS

5.1 PROGRESS PAYMENTS

Paragraph 5.1.3 Delete the existing Paragraph 5.1.3 in its entirety and replace it with the following new Paragraph 5.1.3:

5.1.3 The Contractor shall, not later than the fifth (5th) day of any month, deliver to the Owner's Architect or designated representative an itemized Application for Payment ("Application for Payment") using the AIA Standard Document Forms G702 and G703 requesting progress payments on account of the Contract Sum as provided in the Contract Documents for the period covered by such Application for Payment. By the thirtieth (30th) day of the same month in which the Application for Payment is due to be submitted by the Contractor to the Owner's Architect or designated representative, the Owner shall pay to the Contractor ninety percent (90%) of the Contract Sum certified by the Architect as properly allocable to labor, materials and equipment and actually incorporated into the Work for the period covered by the Application for Payment so as to maintain a "retainage" of ten percent (10%) throughout the course of the Work through Final Completion. If for any reason whatsoever, the percentage of retainage held by the Owner should be reduced below ten percent (10%), the Owner shall be entitled to withhold so much as may be necessary from the next Application for Payment to restore the amount of retainage actually held by the Owner to the ten percent (10%) level. If Application for Payment is received by Owner's Architect or designated representative after the application date fixed above, payment shall be made not later than thirty (30) days after Owner's Architect or designated representative receives the Application for Payment.

Paragraph 5.1.8 Insert the following new Paragraph 5.1.8:

5.1.8: As provided in this Agreement, ten percent (10%) of the Contract Sum shall be withheld from each Progress Payment by the Owner, and shall be paid to the Contractor only upon Final Completion of the Work and proper certification by the Architect for Final Payment. Notwithstanding this provision, the Owner agrees to reduce such sums held in retainage as follows:

5.1.8.1: in the event the Work is certified by the Architect as substantially complete on or before the Date of Substantial Completion as set forth in this Agreement, the Owner shall pay the Contractor fifty percent (50%) of the Contract Sum held as retainage as of the Date of Substantial Completion at the Progress Payment immediately following the Architect's certification of Substantial Completion;

5.1.8.2: in the event the Work is not certified by the Architect as substantially complete on or before the Date of Substantial Completion as set forth in this Agreement, all sums held in retainage shall continue to be held by Owner, ten percent (10%) of all future Progress Payments shall be added to the Contract Sum held as retainage, and retainage sums shall be paid to the Contractor only upon proper certification by the Architect for Final Payment and at Final Payment, and upon payment by the Contractor of all sums due the Owner as Liquidated Damages, if any.

Paragraph 5.1.10 Insert the following new Paragraph 5.1.10:

5.1.10 In connection with each Application for Payment, title to all equipment and materials shall pass to the Owner upon payment therefor, and the Contractor shall prepare and execute all documents reasonably necessary, if any, to establish conclusively and perfect the title to such materials and equipment in the Owner, as the case may be.

Paragraph 5.1.11 Insert the following new Paragraph 5.1.11:

5.1.11 As part of each Application for Payment, the Contractor shall certify in writing that such Application for Payment represents a just estimate of costs reimbursable to the Contractor under the terms of this Article 5 and the Contract Documents and shall also certify in writing as follows:

“There are no known mechanic’s or materialmen’s liens outstanding on the date of this Application for Payment, all due and payable bills with respect to the Work have been paid to date or will be paid from the amount requested in this Application for Payment, and there is no known basis for the filing of any mechanic’s or materialmen’s lien against the Work.”

Paragraph 5.1.12 Insert the following new Paragraph 5.1.12:

5.1.12 Any contrary provision in this Agreement notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder if the Contractor is in default under any of the Contract Documents.

Paragraph 5.1.13 Insert the following new Paragraph 5.1.13:

5.1.13 No partial payment hereunder shall be, or be construed to be, final acceptance or approval of that part of the Work to which such partial payment relates, or to relieve the Contractor of any of its obligations hereunder with respect to such portion of the Work.

5.2 FINAL PAYMENT

Paragraph 5.2.1 Delete the existing Paragraph 5.2.1 in its entirety and replace it with the following new Paragraph 5.2.1:

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: (1) the Agreement has been fully performed by the Contractor except for the Contractor’s responsibility to correct nonconforming Work as provided in the Contract Documents, including without limitation, the provisions of Subparagraph 13.2.2 of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been approved by the Owner’s Architect. Such Final Payment shall be made by the Owner not more than thirty (30) days after the Owner’s receipt of a final Application for Payment submitted in all respects in accordance with this Article 5 and the Contract Documents and certified by the Architect for Final Payment.

Paragraph 5.2.3 Insert the following new Paragraph 5.2.3:

5.2.3 The Final Application shall not be made until the Contractor delivers to the Owner, in form reasonably satisfactory to the Owner (and to the Construction Mortgagee, if any) the following: (a) such certificates and permits as shall be required by law precedent to the occupancy of the Work for the purposes intended (including, without limitation, a Certificate of Occupancy from the appropriate permitting authorities); and, (b) any and all instruction manuals, manufacturers’ warranties and guaranties for all delivered or installed appliances, equipment and materials relating to the Work described by the Contract Documents. However, to the extent an unreasonable delay in the issuance of a Certificate of Occupancy occurs, and is in the Owner’s and Architect’s concurring opinion, not attributable to the acts or omissions of the Contractor, its subcontractors, sub-subcontractors or material

suppliers, the Owner and Architect shall communicate in writing to the Contractor that it may make application for Final Application.

Paragraph 5.2.3.1 Insert the following new Paragraph 5.2.3.1:

5.2.3.1 Notwithstanding the provisions of paragraph 5.2.3, following the Contractor's Final Application under the conditions of paragraph 5.2.3, it shall be considered a material breach of the Contract by the Contractor if the permitting authority later fails to issue the Certificate of Occupancy due to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents. In such cases, the Contractor agrees to promptly correct the Work to comply with the requirements of the permitting authority at no cost to the Owner until a Certificate of Occupancy is issued. At its sole discretion and in the alternative, the Owner may undertake the corrective work at its cost and the Contractor agrees to reimburse the Owner for all costs and expenses related to the corrective work.

Paragraph 5.2.4 Insert the following new Paragraph 5.2.4:

5.2.4 Should any claim or lien related to this Agreement arise subsequent to Final Payment, the Contractor agrees to save, hold harmless and indemnify the Owner against the same. The Contractor may defend such claim at its own expense, if such defense is undertaken promptly after the filing of such claim. If the Contractor does not so defend or does not defend successfully or does not discharge such lien promptly, the Owner may undertake such defense in its own right. In that event, the Contractor agrees to pay the Owner, on demand, all sums which the Owner may be required to pay in litigation or compromise made in good faith by the Owner, including, without limitation, reasonable costs, expenses and attorneys' fees incurred. This Paragraph 5.2.4 shall also inure to the benefit of the Construction Mortgagee, if any. In the event that a construction lien is filed against the Project (unless such lien is filed as a direct result of the Owner's failure to make a payment to the Contractor when due), the Contractor shall cause it to be satisfied within ten (10) days following the date of filing.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

Paragraph 7.7 Insert the following new Paragraph 7.7:

7.7 The Contractor shall be responsible for obtaining a certificate of occupancy and all construction-related permits, licenses and approvals necessary for construction and completion of the Project.

Paragraph 7.8 Insert the following new Paragraph 7.8:

7.8 Written notices between the Owner and the Contractor shall be deemed sufficiently given if: (1) hand delivered, (2) delivered by overnight courier service (such as U.S. Postal Service Express Mail, Federal Express or other similar courier services), (3) placed in the United States mail, registered or certified, postage prepaid (in which event such notice shall be deemed to have been received three days after being placed in the United States mail), or (4) by facsimile, with acknowledgment of receipt of transmission, provided that within 24 hours of transmission, a copy of such notice is forwarded to Owner. All notices shall be addressed as follows:

If to the Owner:

NanoINK, Inc.

1436 West Randolph St.
Suite 402
Chicago, IL 60607
Attention: Christopher Anzalone
Phone: (312) 432-9100
Fax: (312) 432-9045

with a copy in like manner to:

Seyfarth Shaw
55 East Monroe Street, Suite 4200
Chicago, IL 60603-5803
Attention: Jay A. Gitles, Esq.
Phone: (312) 269-8937
Fax: (312) 269-8869

If to the Contractor:
Interior Alterations, Inc.
318 West Adams St.
11th Floor
Chicago, IL 60607
Attention: Robert McKenna
Phone: (312) 454-1599
Fax: (312) 454-9864

Either party may change its mailing address by giving written notice to the other party in the manner specified above.

Paragraph 7.9 Insert the following new Paragraph 7.9:

7.9 The Contractor warrants that the construction of the Project shall be in compliance with all applicable building codes and zoning laws. However, the Contractor shall not have responsibility for any non-compliance with applicable building codes and zoning laws if the same results from errors in the Drawings and Specifications, unless the Contractor actually knew, or reasonably should have known, that the Drawings and Specifications were not in compliance with applicable building codes and zoning laws. The Contractor further warrants that all Work shall be of a good and workmanlike quality and in compliance with the Drawings and Specifications.

Paragraph 7.10 Insert the following new Paragraph 7.10:

7.10 The Contractor agrees to prepare and supply to the Owner and the Construction Mortgagee, if any, with a schedule of proposed disbursements for the Work. Contractor agrees that the proposed disbursement schedule shall not bind the Owner in making payments based on dates and amounts established in the schedule; all payments shall be based solely on the Architect's certification of the Work, as provided by Article 9 and elsewhere in this Agreement. The Contractor agrees that, if such disbursement schedule is not acceptable to the Construction Mortgagee, if any, then the Contractor will make such reasonable adjustments in the disbursement schedule as the Construction Mortgagee may request.

Paragraph 7.11 Insert the following new Paragraph 7.11:

7.11 In case any provision of this Agreement shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from this Agreement.

Paragraph 7.12 Insert the following new Paragraph 7.12:

7.12 In the event of a conflict, the Drawings and Specifications, these Supplemental Conditions and the other attachments and Exhibits comprising this Agreement shall take precedence over the AIA printed form of Agreement and General Conditions. However, to the greatest extent possible, the Contract Documents should be read to be mutually compatible and so as not to create conflicts between them.

Paragraph 7.13 Insert the following new Paragraph 7.13:

7.13 The Contract Documents which comprise this Agreement represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument signed by both the Owner and the Contractor.

PART II

Supplemental General Conditions for AIA Document A201 – 1997 – General Conditions of the Contract for Construction

The following amends and provides supplemental conditions ("Supplemental General Conditions") to AIA Document A201 – 1997 – General Conditions of the Contract for Construction ("Contract"), dated _____, between NanoInk, Inc ("Owner"), and Interior Alterations, Inc. ("Contractor"). The following Supplemental General Conditions modify, change, delete from, or add to the General Conditions. Where any Article of the General Conditions is modified or any paragraph or subparagraph thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, paragraph or subparagraph shall remain in effect. In the event of any conflict between the terms of the General Conditions and the terms of these Supplemental General Conditions, these Supplemental General Conditions shall prevail. Terms that are defined in the Contract and used herein shall have the same meaning as used in the Contract.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Paragraph 1.1.1 Add to the end of Paragraph 1.1.1:

1.1.1 The Contract Documents may not be amended or modified without the Owner's prior written approval.

Paragraph 1.1.3.1 Add the following new Subparagraph 1.1.3.1:

1.1.3.1 Contractor agrees that it shall execute the Work with a Standard of Care commensurate with a Contractor of the skill and experience necessary to perform all aspects of the Work in a first class manner and with top quality workmanship and craftsmanship.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Paragraph 1.2.1.1 Add the following new Subparagraph 1.2.1.1:

1.2.1.1 It is the intent of the Contract Documents to provide for complete installation of all portions of the Work. It is understood that all items, materials and equipment are to be furnished and installed, complete, ready for operation or use. Where additional or supplementary details or instructions are required to complete an item or items, the matter shall be referred to the Architect and the Work shall not proceed further until the Architect has provided the necessary information. No Work shall be installed or fabricated which depends upon the furnishing of such information. The timely furnishing of such information, which does not increase the scope of the work as set forth in the Contract Documents, by the Architect shall not be grounds for a claim to extra work or for a Change Order by the Contractor. The Contractor is deemed to have based its Contract Sum on a completed installation that includes all items which may be reasonably anticipated for completion of the Work, and will include this same requirement of all parties, including, but not limited to subcontractors, sub-subcontractors and material suppliers contracted by Contractor in the Work.

Paragraph 1.2.1.2 Add the following new Subparagraph 1.2.1.2:

1.2.1.2 Where the scope of the work in the Specifications or Drawings calls for service connections, supports, or installation of any item or group of items being furnished by different trades, the omission of any given item from the Specifications or Drawings related to a particular trade shall not relieve the Contractor of the responsibility for installing, connecting or supporting such items at no increase in Contract Sum. The Contractor is deemed to have examined the Drawings and Specifications of all trades to ascertain the full scope of the Work including but not limited to connections, supports and installation of equipment furnished by differing trades.

Paragraph 1.2.1.3 Add the following new Subparagraph 1.2.1.3:

1.2.1.3 Contractor has inspected the Property, and has calculated in the Contract Sum amounts for contingencies due to conditions which are visible, or reasonably discoverable, which may affect the performance of the Work. It is the responsibility of the Contractor to deal with and accept such conditions. The Contractor shall not, however, be responsible for added costs or scope of work changes required by governing authorities after the execution of this Contract, and if not set forth in the Contract Documents. Contractor shall not be responsible for work mandated by a building official, or which is the result of governmental interference, unless such work is already part of the Contractor's scope of work as set forth in the Contract Documents.

Paragraph 1.2.1.4 Add the following new Subparagraph 1.2.1.4:

1.2.1.4 The Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from the Drawings and Specifications necessary for the proper construction of the work herein specified, or should any error or disagreement between the Specifications and Drawings exist or appear to exist, the Contractor shall not avail himself of such manifestly unintentional error or omission, but must have same explained or adjusted by the Architect before proceeding with the work in question. The Architect reserves the right to change the design of any architectural details shown on the Contract Documents without additional cost, provided that there is no increase in the amount of materials, workmanship, or cost to the Contractor, including costs based on the reasonable time to perform such changed work. Any conflict or inconsistency between the Drawings shall be submitted by the Contractor to the Architect, whose decision thereon shall be conclusive.

Paragraph 1.2.1.5 Add the following new Paragraph 1.2.1.5:

1.2.1.5 The Contractor acknowledges that there may be elements of the workscope that lack sufficient detail in the drawings and specifications and which are reasonably and logically required for the proper installation and use of that particular element of the workscope. Any such items of work, when identified by the Owner or Architect, shall be drawn or specified by the Architect in consultation with the Contractor, and then performed by the Contractor at no increase in the Contract Sum.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

Paragraph 3.1.4: Add the following new paragraph 3.1.4:

3.1.4 Owner shall have the right to approve all subcontractors.

Paragraph 3.1.5: Add the following new paragraph 3.1.5:

3.1.5 The Contractor's duties shall include those set forth in Contract Documents including those construction management duties described in this Addendum 'A', Exhibit F.

Paragraph 3.1.6 Add the following new paragraph 3.1.6:

3.1.6 The Contractor shall be responsible for assisting the Owner in complying with all requirements of federal, state and local governmental authorities related to the Owner entering into various agreements to obtain certain federal, state and local economic incentives, the nature of which the Contractor acknowledges are not fully known at the time of execution of the Agreement. The Contractor shall be responsible for promptly providing Owner and any governmental authority with all information and documentation required, including, but not limited to, the Contractor's performance of the Contract Documents, business entity formation, state certification, licenses, employee data, and subcontractor information and data.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Paragraph 3.2.1 Delete Paragraph 3.2.1 and substitute in lieu thereof the following:

3.2.1 The Contractor hereby specifically acknowledges and declares that Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. In addition, if the Contractor performs any construction activity and if it knows or should have known that any of the Contract Documents contains a recognized error, inconsistency or omission, the Contractor shall be responsible for such performance and shall bear the cost for correction thereof.

Paragraph 3.2.1.1 Add the following new Subparagraph 3.2.1.1:

3.2.1.1 The execution of this Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the conditions under which the work is to be performed, and has carefully studied and compared the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.3. The Contractor further represents that it has obtained such other information with respect to existing conditions at the site as it needs in order to perform the work and it has compared this Contract, the Drawings, the Specifications and other Contract Documents and has advised the Architect of any errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity that involves a recognized error, inconsistency or omission in the Contract Documents, the Contractor shall assume appropriate attributable costs for correction. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies, or omissions in the Shop Drawings, Schedules and Details unless the Contractor, or any party contracted by the Contractor (i) prepared such items, or (ii) reasonably should have or did recognize such error, inconsistency, or omission and knowingly failed to report it to the Owner.

3.4 LABOR AND MATERIALS

Paragraph 3.4.1.1 Add the following new Subparagraph 3.4.1.1:

3.4.1.1 The Contractor shall provide a list of all products proposed for the Work, including the name of the manufacturer of each, for review by the Architect provided however that the

Contractor will not depart from requirements in the Specifications without a written Change Order. The list shall be provided in a timely manner, so as not to delay any portion of the Work or Substantial Completion. The list shall be tabulated by, and be complete for, each specification section. Where applicable, the subcontractors' names shall be included in the list.

Paragraph 3.4.1.2 Add the following new Subparagraph 3.4.1.2:

3.4.1.2 Products are generally specified by manufacturer's name and model or trade name. When specified only by reference standard (such as ASTM numbers, etc.), the Contractor may select any product meeting this standard, by any manufacturer, subject to Contractor's submission to Architect for review and approval of such proposed products for incorporation into the Work. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any such product/manufacturer combination listed. When only one product and manufacturer is specified with the words "or equal," this is the basis of quality that alternate manufacturers must meet or exceed in performance. If the words "or equal" do not appear with the listed manufacturer, this is the basis of the Contract without substitution or exception.

Paragraph 3.4.1.3 Add the following new Subparagraph 3.4.1.3:

3.4.1.3 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:

3.4.1.3.1 The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.

3.4.1.3.2 The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration. If redesign by the Architect or his consultants is required to accommodate an alternate product or system, all costs of this redesign shall be borne by the Contractor requesting the change, at an agreed rate. If additional work is required of other contractors to accommodate an alternate product or system, all additional costs of this work shall be borne by the Contractor requesting the change. Anything contained herein to the contrary notwithstanding, if the Contractor's request for substitution results from the unavailability of the specified product, Contractor shall not be responsible for payment of the redesign costs.

3.4.1.3.3 Where reference is made to the Standard Specifications of the American Society for Testing and Materials (ASTM), United States Government Federal Specifications (FS), or to other standard specifications of Associated Manufacturer's Organizations, or trades, in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition unless otherwise specifically stated.

Paragraph 3.4.1.4 Add the following new Subparagraph 3.4.1.4:

3.4.1.4 Request for substitutions based on Subparagraph 3.4.1.3 above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

3.4.1.4.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

3.4.1.4.2 Will provide the same guarantee for the substitution that he would for that specified;

3.4.1.4.3 Certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and

3.4.1.4.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

Paragraph 3.4.1.5 Add the following new Subparagraph 3.4.1.5:

3.4.1.5 Substitutions will not be considered if:

3.4.1.5.1 They are indicated or implied on shop drawing submissions without the formal request required in Subparagraph 3.4.1.3 above, or

3.4.1.5.2 For their implementation, they require a substantial revision of the Contract Documents in order to accommodate their use.

Paragraph 3.4.4 Add the following new Paragraph 3.4.4:

3.4.4 Neither Contractor nor any subcontractor shall purchase any equipment or materials on a conditional sales contract basis or any other basis upon which title to the equipment or materials does not immediately and unconditionally transfer to Owner upon payment.

3.5 WARRANTY

Paragraph 3.5.1 Delete Paragraph 3.5.1 in its entirety and replace it with the following new Paragraph 3.5.1:

3.5.1 The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract and the Contract Documents, and further guarantees the Work to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of issuance of the certificate of occupancy, unless a longer guaranty period is agreed upon. The Contractor hereby agrees to repair and replace any and all work together with any adjacent work which may be displaced in so doing, that is (1) not in accordance with the requirements of the Contract, if the Owner asserts a claim therefor within a reasonable time after discovery of the condition and within the period of time allowed by law; or (2) defective in its workmanship or material, if the Owner gives written notice of the same within the guaranty period, without any expense whatsoever to the Owner. Contractor further agrees that all repair or replacement work performed in accordance with the warranty provisions of Article 3.5 of this Contract shall be guaranteed to be and remain free of defects in workmanship and materials for a period of one (1) year from the date such repairs or replacement are made. All such repair and replacement work shall carry the same guarantees for repair and replacement found in the original one (1) year warranty provided in Article 3.5 of this Contract. The warranty provided in this Paragraph 3.5.1 shall be concurrent with and not in limitation of any other warranty or remedy required by law or by

the Contact Documents.

Paragraph 3.5.1.1 Add the following new Subparagraph 3.5.1.1:

3.5.1.1 The Contractor's warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and so advises the Architect and the Owner, in writing of proposed products and procedures which will affect the Contractor's warranty. The Contractor is responsible for any Subcontractor's nonperformance on warranty Work. The refusal of a Subcontractor or supplier to correct defective work for which it is responsible will not excuse the Contractor from performing under the Contractor's warranty. No limitation on warranties (other than those set forth in Article 3.5.1) anywhere in this Contract shall be deemed to apply to the warranties made pursuant to this Subparagraph. If required by the Owner or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. At the completion of the Work, all such guarantees and manuals covering material, workmanship, maintenance, etc., as specified, shall be procured from the various Subcontractors by the Contractor and forwarded to the Owner, together with a letter addressed to the Owner giving Owner a summary of guarantees attached, stating, with respect to each: (a) the character of the work; (b) the name of the Subcontractor, supplier, fabricator, materialmen or equipment seller or manufacturer; (c) the period of the guarantee; and (d) any conditions or limitations on the guarantee.

Paragraph 3.5.2 Add the following new Paragraph 3.5.2:

3.5.2 The Contractor shall commence such repairs or replacement within ten (10) calendar days after being notified in writing by the Owner and shall complete such work within a reasonable period of time. The Owner shall be entitled to all costs, including reasonable attorneys' fees, incurred by the Owner in connection with the Contractor's failure to correct and pay for such work.

Paragraph 3.5.2.1 Add the following new Subparagraph 3.5.2.1:

3.5.2.1 The Contractor shall promptly correct Work rejected by the Owner or the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected buy the Contractor nor accepted by the Owner. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

Paragraph 3.5.3 Add the following new Paragraph 3.5.3:

3.5.3 The warranty contained herein is not in lieu of any other warranties, express or implied, which may be provided by law. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or pursuant to law. The establishment of the one (1) year warranty following the issuance of a certificate of occupancy relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which his obligation to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations and any damages caused by the Contractor, including without

limitation, any action commenced by the Owner for negligence, strict liability, breach of contract or breach of warranty.

Paragraph 3.5.3.1 Add the following new Subparagraph 3.5.3.1:

3.5.3.1 Warranties on operating systems, equipment, products, or components installed or placed in operation prior to Substantial Completion or acceptance shall begin on the date of Substantial Completion. Warranties on operating systems, equipment, products, or components installed or placed in operation subsequent to Substantial Completion or acceptance shall begin on the date installed or placed in service by the Owner.

Paragraph 3.5.3.2 Add the following new Subparagraph 3.5.3.2:

3.5.3.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may (but shall not be obligated to) correct it. If the Contractor does not proceed promptly with correction of such nonconforming Work, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within then (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.7 PERMITS, FEES AND NOTICES

Paragraph 3.7.2.1 Add the following new Paragraph 3.7.2.1:

3.7.2.1 The Contractor fully understands and agrees to comply with all provisions of the Occupational Safety Health Act ("OSHA") and any amendment thereto. If any OSHA violations are issued for which the Contractor (or its subcontractors) are responsible (including any violation citing Contractor or Owner), the Contractor shall be charged for all fines, penalties, and costs, including reasonable attorneys' fees. The Contractor shall be responsible for any OSHA violation issued in connection with any of the Work or for any other violation which has been caused by the Contractor's or its subcontractor's personnel.

Paragraph 3.7.3 Delete Paragraph 3.7.3 and substitute the following thereof:

3.7.3 It shall be the obligation of the Contractor to review the Contract Documents to determine and to notify the Owner and the Architect of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other locational requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Owner and the Architect in writing, and necessary changes shall be accomplished by appropriate Modification.

3.8 ALLOWANCES

Paragraph 3.8.4

Add the following new Paragraph 3.8.4:

3.8.4 See attached Addendum "A", Exhibit "B" for the description of Contract Allowances.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Paragraph 3.10.1

Delete the existing Paragraph 3.10.1 and replace it with the following Paragraph 3.10.1:

3.10.1 Prior to the actual start of field work, but in no event later than thirty (30) days after the execution of this Contract, Contractor shall submit to Owner and Architect for their review, three copies of a proposed Contractor's Construction Schedule, giving the following information:

3.10.1.1 The estimated dates that the various parts of the Work (broken down by trades) will be started and completed:

3.10.1.2 The estimated amounts of completion of the various parts of the Work projected to the end of each calendar week until total completion.

3.10.1.3 The estimated projected progress of the Work that will be performed away from the job site, if any.

3.10.1.4 A delineation of the Work that will be performed by the Contractor's own forces and by his subcontractors.

3.10.1.5 The calendar date on which all the Work under the Contract will be completed and ready for final inspection.

3.10.1.6 The chart shall be plotted in a form acceptable to the Owner and to a reasonable scale on cross-section paper, the chart shall identify all Work which is a condition precedent to subsequent work and identify the order of precedence. Space shall be allotted for comparative plotting of the actual progress of the various parts of the Work once they are commenced.

3.10.1.7 As the Work progresses, an up-to-date copy of the Job progress Chart, with the actual percent completion of the various parts of the Work indicated shall be submitted to the Owner and Architect during the first week of each calendar month.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Paragraph 3.11.2

Add the following new Paragraph 3.11.2:

3.11.2 To the extent not addressed in the Contract Documents, as the Work progresses, the Contractor will record on separate sets of plans all locations of Contractor's Work, the final and actual sizes, locations and elevations, by figures and offset distances, in feet and inches, to permanent surface improvements. At the completion of the Work, Contractor shall provide "as built" plans and specifications prepared in a format mutually agreed upon by the Contractor and the Owner.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Paragraph 3.12.1.1

Add the following new Subparagraph 3.12.1.1:

3.12.1.1 Shop Drawings are drawings, including, but not limited to, architectural, structural mechanical and electrical, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor

Paragraph 3.12.11 Add the following new Paragraph 3.12.11:

3.12.11 Contractor is responsible for obtaining and distributing required prints of shop drawings to his subcontractors and material suppliers after, as well as before final review. Prints of reviewed shop drawings shall be made from transparencies which carry the Architect's appropriate stamp. No unstamped drawing may be used for the fabrication or installation of any items. Contractor shall be responsible for submitting proper shop drawings and shall be responsible for any additional fees charged to Owner by the Architect or Consulting Engineer on account of multiple reviews of shop drawings due to failure to conform to this requirement.

Paragraph 3.12.12 Add the following new Paragraph 3.12.12:

3.12.12 The Contractor shall submit to Owner one copy of all submissions made to the Architect pursuant to this Paragraph 3.12.

Paragraph 3.12.13 Add the following new Paragraph 3.12.13:

3.12.13 The Contractor shall promptly satisfy any liens recorded against the Owner's property by any subcontractor, supplier, consultant, or laborer providing labor, materials, services, or equipment to the Project directly or indirectly under contract with the Contractor. Should Contractor fail to do so, the Owner shall be entitled, but not obligated, to satisfy such liens and deduct the costs thereof from the Contract Sum effective the date of the next Application for Payment submitted by the Contractor.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Paragraph 4.1.1 Add the following at the end of Paragraph 4.1.1:

The term "Architect" refers to:

Archideas, Inc.
311 West Superior, Suite 410
Chicago, IL 60610

Paragraph 4.2.1.1 Add the following new Subparagraph 4.2.1.1:

4.2.1.1 The Owner may designate in writing a person or persons who shall be the Owner's representative(s). If such designation is made, Contractor will receive its orders from this (these) representative(s).

Paragraph 4.2.2 Paragraph 4.2.2 is amended by adding at the end of Subparagraph 4.2.2:

4.2.2 The authorized representatives and agents of the Architect, Owner, the Owner's Representative and such other persons as the Owner may designate, shall have access to and be permitted

to inspect all work, materials and other relevant data and records wherever they are in preparation and progress. The Contractor shall provide facilities for such access, inspection and when required, exact duplicate copies of the aforementioned data shall be furnished.

4.4 RESOLUTIONS OF CLAIMS AND DISPUTES

Paragraph 4.4.1 Paragraph 4.4.1 is amended as follows:

Second sentence: delete the words "mediation, arbitration or"

Paragraph 4.4.5 Paragraph 4.4.5 is amended as follows:

First sentence: delete the words "mediation and arbitration" and replace with the word "litigation."

Paragraph 4.4.6 Paragraph 4.4.6 is replaced in its entirety with new Paragraph 4.4.6:

A written decision by the Architect is final, subject to resolution of the dispute litigation in a court of competent jurisdiction.

Paragraph 4.4.8 Paragraph 4.4.8 is amended as follows:

First sentence: delete the words "by mediation or by arbitration."

4.5 MEDIATION

Paragraph 4.5 Delete existing Paragraph 4.5. in its entirety.

4.6 ARBITRATION

Paragraphs 4.6 Delete existing Paragraph 4.6 in its entirety and replace it with the following new Paragraph 4.6:

4.6 LITIGATION

4.6.1 This Contract shall be governed by the laws of the State of Illinois and any action brought to enforce rights arising from this Contract shall be maintained only in the Courts of the State of Illinois and shall be venued in Cook County, Illinois. Prior to filing any action for enforcement of the provisions hereof or in the event of a dispute between Owner and Contractor regarding their duties and obligations, the Owner and Contractor agree to meet in person with their counsel and attempt in good faith to mediate and resolve any disputes. Owner and Contractor specifically waive arbitration to resolve any disputes. Contractor shall be obligated to bind its subcontractors, sub-subcontractors and their suppliers to the terms of this provision and the venue provisions hereof and shall in the event of failure to do so, fully indemnify the Owner from all consequences thereof including but not limited to travel expenses of Owner's counsel and any other expenses incurred to prosecute or defend claims not made in the agreed venue. In the event of any litigation arising under this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred at the trial and appellate levels.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Paragraph 5.2.1 Delete Subparagraph 5.2.1 and substitute the following in lieu thereof:

The Contractor, within fourteen (14) calendar days after award of the Contract, shall furnish in writing to the Owner through the Architect a list of the names and addresses of all Subcontractors and that portion of the Work for which said Subcontractors are responsible. The Architect shall, within fourteen (14) calendar days of receipt of said list, reply in writing to the Contractor stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed Subcontractors. Failure of the Owner or Architect to respond within the time limit set herein shall constitute notice of no reasonable objection.

Paragraph 5.2.3 Delete Subparagraph 5.2.3 and substitute the following in lieu thereof:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. No increase to the Contract Sum shall be allowed for such change.

Paragraph 5.5 Add the following new Paragraph 5.5:

The Contractor shall ensure that each Subcontractor:

5.5.1 coordinates its work with adjacent work and cooperates with other trades so as to facilitate the general progress of the Work;

5.5.2 affords other Subcontractors every reasonable opportunity for its Work and storage of materials; and

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Paragraph 6.1.5 Add the following new Paragraph 6.1.5:

6.1.5 Contractor acknowledges that Owner may introduce separate contractors to the Project to perform other portions of the Work. Contractor has calculated such eventuality into its computation of the Contract Schedule and will have no right to claim an extension of the Contract Time on account of the mere commencement of such additional work.

ARTICLE 7 - CHANGES IN THE WORK

Paragraphs 7.1.2 Delete existing Paragraph 7.1.2 and replace with the following new Paragraph 7.1.2:

7.1.2 The Owner, without invalidating the Contract, may issue additional instructions, require additional work or direct the omission of work previously ordered; provided, however, that Contractor

shall not proceed with any change involving an increase or decrease in cost without prior written authorization from Owner in accordance with the following procedure:

Owner shall order changes in the Work by giving Contractor a written Change Order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, Contractor shall forthwith furnish to Owner a statement setting forth in detail, with a suitable breakdown by trades and work classifications, Contractor's estimate for the cost of the change in the Contract Sum attributable to the changes set forth in such Change Order Request and Contractor's estimate of the extension of time, if any, required for the changes set forth in such Change Order Request. If Owner approves, a Change Order will be issued and the Contract Sum shall be adjusted as set forth in the estimate. Agreement to a Change Order as described in this Paragraph 7.1.2 shall constitute a final settlement on all items covered therein, subject to performance thereof and payment pursuant to the terms of this Contract.

Paragraphs 7.1.3 Delete existing Paragraph 7.1.3 and replace with the following new Paragraph 7.1.3:

7.1.3 The cost or credit to the Owner resulting from a Change Order or other change shall be determined in one or more of the following ways:

7.1.3.1 By estimate and acceptance in lump sum as described in paragraph 7.1.2

7.1.3.2 By unit prices named in the Contract or subsequently agreed upon.

7.1.3.3 By the method provided in subparagraph 7.1.4.

Paragraph 7.1.4 Add the following new Paragraph 7.1.4:

7.1.4 If none of the methods set forth in Subparagraphs 7.1.2 or 7.1.3 is agreed upon, the Contractor, provided he receives a written order from Owner as described above, shall proceed with the work. In such case, Contractor shall keep and present in such form as the Architect may reasonably direct, an account of the cost, together with vouchers. The Architect shall preliminarily certify to the amount, including allowance for overhead and profit, due to the Contractor. Pending final determination of value, which final determination of value shall be made by the Architect and the Owner on the basis of the actual expenditures or savings by the Contractor in the performance of the Work attributable to the changes including, in the case of an increase in the cost of the Work, an allowance for overhead and profit (the final determination of value); payments on account of changes shall be made on the Architect's preliminary certificate. Notwithstanding the foregoing, in the event that the Contractor and Architect or Owner cannot agree as to the value of the Work, Contractor shall not be required to perform the Work, and Owner shall have the right to arrange for completion of the Work by another contractor.

Paragraph 7.1.4.1 Add the following new Subparagraph 7.1.4.1:

7.1.4.1 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented, except as provided in these Contract Documents.

Paragraph 7.1.5 Add the following new Paragraph 7.1.5:

7.1.5 For the purposes of this Contract, Costs shall include the amount that the Contractor pays directly for any labor, equipment, material or supplies necessary for a change in the Work, which labor, equipment, materials or supplies are provided directly by the Contractor's own forces or suppliers. Costs shall also include amounts with respect to labor, equipment, material or supplies provided by any subcontractors or sub-subcontractors or amounts that any subcontractor or sub-subcontractor pays directly for any labor, equipment, material or supplies necessary for the change in the Work.

Paragraph 7.1.6 Add the following new Paragraph 7.1.6:

7.1.6 It is agreed that the reasonable allowance for overhead and profit related to any change in the Work shall be as follows:

7.1.6.1 For all work done by his own organization, the Contractor may add seven percent (7%) of its actual cost for combined overhead and profit.

7.1.6.2 For all work done by subcontractors or sub-subcontractors, the respective subcontractor or sub-subcontractor may add a maximum of seven percent (7%) of their actual costs for combined overhead and profit, and the General Contractor may add zero percent (0%) of the above subcontractor or sub-subcontractor's cost for his overhead and profit.

7.1.6.3 If payment and/or performance bonds are required by Owner, a bond cost of one percent (1.0%) of the total amount of bond will be allowed the Contractor as a legitimate item of cost. No bond cost shall be allowed for subcontractors or sub-subcontractors.

7.1.6.4 Where a change in the Work involves both additions and deletions to the Contract, the overhead and profit percentage shall be computed against the net change in the Contract Sum based upon the principles stated above.

7.1.6.5 Contractor agrees that it shall not seek compensation for any costs, including profit and overhead claims, for contracts entered into separately by Owner for any portion of the Work.

Paragraph 7.1.7 Add the following new Paragraph 7.1.7:

7.1.7 If the Contractor claims that any instructions by drawings or otherwise involve extra costs under this Contract, it shall give the Owner written notice thereof within five (5) days after the receipt of such instructions, and in any event, before proceeding to execute the Work. The procedure to be followed will be that specified for changes in the Work and no claim will be considered unless such written notice is given and the procedures for change orders followed.

Paragraph 7.2 Delete existing Paragraph 7.2 and replace with the following new Paragraph 7.2:

7.2 By executing a Change Order, the Contractor acknowledges that:

7.2.1 It has received an equitable adjustment to the Contract Sum and the Contract Time; and

7.2.2 The Change Order constitutes full and complete satisfaction for all direct costs, indirect costs, applicable interest, impact, delay costs, and changes to the

Contract Completion Date which has either been incurred or will be incurred during the performance of the Work described by the Change Order.

Paragraph 7.3.2 Delete Subparagraph 7.3.2 and substitute the following new Paragraph 7.3.2:

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In lieu of a Construction Change Directive, the Owner reserves the right, without being obligated to exercise that right and without invalidating the Contract, to use its own forces, or forces not a party to this Contract, to execute changes to the Work. Should the Owner exercise this right, such forces shall fall under the purview of Article 6 of these General Conditions.

Paragraph 7.3.10 Add the following new Paragraph 7.3.10:

7.3.10 In the event that Owner discovers that any Change Orders or Construction Change Directives increasing the Contract Sum was improperly executed because such change order or Construction Change Directives were already included in the scope of the work, the improper increase in the Contract Sum may be deducted from any progress payments due or final payment.

ARTICLE 8 - TIME

8.1 TIME - DEFINITIONS

Paragraph 8.1.3.1 Add the following new Subparagraph 8.1.3.1:

8.1.3.1 The provisions of paragraph 8.1.3 to the contrary notwithstanding, the Work shall not be considered Substantially Complete until the happening of all of the following events: a.) the Architect has issued a Certificate of Substantial Completion for the Work; b.) a Certificate of Occupancy has been issued by the permitting authority; c.) all required inspection of the Work has been made and the Work fully approved by the inspecting governmental authority or authorities; and d.) the appropriate final inspection Certificates indicating full code compliance have been issued.

Paragraph 8.1.3.2 Add the following new Subparagraph 8.1.3.2:

8.1.3.2 The Work shall be considered Substantially Complete upon the happening of all of the following events set forth in paragraph 8.1.3.1, except that unusual delays by the permitting authority in issuing a Certificate of Occupancy shall not prevent the Work from being considered Substantially Complete unless, in the Owner's and Architect's concurring opinion, such a delay is as a result of: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents.

Paragraph 8.1.3.3 Add the following new Subparagraph 8.1.3.3:

8.1.3.3 Notwithstanding the provisions of paragraph 8.1.3.2, following the Architect's certification of Substantial Completion of the Work under the conditions of paragraph 8.1.3.2, it shall be considered a material breach of the Contract by the Contractor if the permitting authority later withholds the Certificate of Occupancy due to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents. In such cases, the Contractor agrees to promptly correct the Work to comply with the requirements of the permitting authority at no cost to the Owner until a Certificate of Occupancy is issued by the permitting authority. At its sole discretion and in the

alternative, the Owner may undertake the corrective work at its cost and the Contractor agrees to reimburse the Owner for all costs and expenses related to the corrective work. For purposes of this subparagraph 8.1.3.3, it shall not be considered a material breach of the Contract by the Contractor if, as a condition to the issuance of a Certificate of Occupancy, the permitting authority requires work to be performed at the Project in addition to the scope of work required by the Contract Documents, upon which a permit for construction was previously issued by the same permitting authority, and which work the Contractor could not reasonably have anticipated as being required.

Paragraph 8.2.4 Add the following new Paragraph 8.2.4:

8.2.4 Should progress of the Work be delayed by any fault, neglect, act, or omission of the Contractor, any Subcontractor, or any Sub-subcontractor, the Contractor shall, at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in completion of the Work. The Contractor shall compensate the Owner for, and hold it harmless against, any and all costs, expenses, losses, liability, and damages which the Owner may sustain or incur by reason of such delay.

Paragraph 8.2.5 Add the following new Paragraph 8.2.5:

8.2.8 The Contractor shall accomplish all activities required for Final Payment within thirty (30) days following the date of Substantial Completion. Failure by the Contractor to accomplish all such activities shall constitute a substantial breach of the Contract Documents.

8.1 DELAYS AND EXTENSIONS OF TIME

Paragraph 8.3.1.1 Add the following new Subparagraph 8.3.1.1:

8.3.1.1: In addition to delays in the completion of the Work caused by the reasons set forth in paragraph 8.3.1, the Contractor may request an extension of the time authorized for the commencement of payment of Liquidated Damages, as provided in paragraph 3.4 of the Agreement for the following reasons: a.) force majeure, as defined in this Contract; b.) unusual delays in the Owner's authorization in the commencement of the Work; c.) any Stop Work Order issued by the permitting authority; d.) delays caused by the Owner's Landlord; and e.) the failure of a particular material supplier to timely supply specified materials, only, however, when that material supplier is the only supplier of such specified materials in existence, and that material supplier's failure to perform is, in the Owner's and Architect's concurring opinion, in no way related to any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers. No extension of time for the commencement of payment of Liquidated Damages shall be authorized, however, if any delay is, in the Owner's and Architect's concurring opinion, related to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents.

Paragraph 8.3.1.2 Add the following new Subparagraph 8.3.1.2:

8.3.1.2: No event of delay shall waive the period for commencement of Liquidated Damages, or be allowed as a claim for an adjustment to the Contract Time or the Contract Sum, unless the Contractor provides the Owner and the Architect with written notice of an event of delay within three (3) days after the Contractor, its subcontractors, sub-subcontractors or material suppliers knew, or should have known of the event of delay. Within seven (7) days following the delivery of written notice to the Owner and Architect by the Contractor indicating the Contractor believes an event of delay has occurred,

the Contractor shall provide the Owner with a written description of the event of delay providing: a.) the date the event of delay occurred or commenced; b.) a description of the event of delay; c.) the adjustment to the Contract Time or the Contract Sum sought by the Contractor; and d.) documentation supporting the Contractor's claim for an adjustment to Contract Time or the Contract Sum. The Contractor hereby waives any claim for an adjustment to the Contract Time or Contract Sum if the Contractor fails to strictly adhere to the procedures set forth herein.

Paragraph 8.3.1.3 Add the following new Subparagraph 8.3.1.3:

8.3.1.3: As used herein "force majeure" shall mean a delay in a party's reasonable performance hereunder due to: fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob violence; sabotage; vandalism; national shortages of labor, materials, supplies, equipment and facilities; failure of transportation; strikes; lockouts; condemnation; governmental restrictions including inability or delay (despite best efforts of the Contractor attempting to obtain same) in obtaining governmental consents, certificates or permits; or laws or orders of governmental, civil, military or naval authorities.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Paragraph 9.2.1 Delete Paragraph 9.2.1 in its entirety and add the following new Paragraph 9.2.1:

9.2.1 Within fifteen (15) days of the signing of this Contract, Contractor shall submit to Owner and Architect three copies each of a Schedule of Contract Values (broken down by trade and major construction activities) and in such form as shall be acceptable to the Owner and Architect to be subject to Owner and Architect's approval and confirmation of specific items therein. This Schedule shall form the basis for the Contractor's Applications for Payment, provided however, that Architect shall be permitted to change this schedule when Architect reasonably believes that there remains insufficient sums to complete the balance of the Work or the Architect reasonably determines that the values assigned to the various categories are incorrect. Contractor shall promptly furnish to Owner and Architect such information as they shall reasonably request to verify the values set forth in the schedule including, but not limited to, copies of subcontracts. No payment under the Contract Documents shall be due to Contractor until the Schedule of Contract Values has been received and approved by Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Paragraph 9.3.1 Add the following new Paragraph 9.3.1:

9.3.1.1 The form for itemized "Application for Payment" shall be, or conform to, the AIA Document G-702.

9.3.1.2 Progress payments shall be made monthly in amounts not to exceed 90% of the cost of work done and 90% of the value of materials stored at the site. Cost of work is defined as material, labor, overhead, and profit. Value of materials shall be defined as actual cost of materials. The Contractor shall execute a draw request in connection with each advance from Owner accompanied by copies of unpaid invoices and receipted bills, if requested by Owner, and lien releases.

9.3.1.3 Starting with the second request for payment, the Contractor shall submit an executed contractor's affidavit and executed partial releases of lien from all subcontractors, materialmen and equipment suppliers.

9.3.1.4 Owner shall have no obligation to make payment for the cost of materials or furnishings not in place, whether stored or off site.

Paragraph 9.3.4 Add the following new Paragraph 9.3.4:

9.3.4 With each Application for Payment, the Contractor shall supply to the Owner fully executed and notarized conditional/partial lien waivers from the Contractor and each subcontractor in such form and content as provided for by applicable law and as required by Owner's Construction Lender, if any, covering the entire amount of the progress payments made by Owner during the preceding month.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Paragraph 9.5.3 Add the following new Paragraph 9.5.3:

9.5.3 Where the term "Final Completion" or "Complete" is used, it shall mean that all areas are finished, all materials and equipment in place, all adjustments and balancing has been done, all corrections and adjustments noted on the pre-final and final inspections have been made, the entire building and its parts are functioning properly, all tests made, brochures and reports filed, and similar information provided.

9.8 SUBSTANTIAL COMPLETION

Paragraph 9.8.1 Delete Paragraph 9.8.1 in its entirety and add the following new Paragraph 9.8.1:

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of punch list items, the absence of completion of which does not and will not interfere with Owner's intended use of the Project. Notwithstanding anything to the contrary in the foregoing, Substantial Completion shall not be deemed achieved until the Contractor has delivered to the Owner all appropriate or required certificates of occupancy from all applicable governmental authorities for occupancy and use of the Project for its intended purposes.

Paragraphs 9.8.5 Delete Paragraph 9.8.5 in its entirety and add the following new Paragraph 9.8.5:

9.8.5 When the Contractor considers the Work to be Substantially Complete and the Architect has made his inspections and report as required by General Condition 9.8.2, the Architect shall certify to the Owner that portion of the retainage which shall be paid to the Contractor and the Architect shall make allowance for amounts which should be retained to protect the Owner from loss because of:

9.8.5.1 Defective work yet to be remedied;

9.8.5.2 Items remaining to be completed or corrected;

9.8.5.3 Third party claims filed or reasonable evidence indicating probable filing of such claims;

9.8.5.4 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

9.8.5.5 Reasonable evidence that the Remaining Work cannot be completed for the unpaid balance of the Contract Sum;

9.8.5.6 Damage to the Owner or another contractor;

9.8.5.7 Reasonable evidence that the Remaining Work will not be completed within the Contract Time; or

9.8.5.8 Damages due to the Owner on account of Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.

9.8.5.9 If the Owner withholds payment of the retainage due to any of such causes, it shall be the Contractor's duty to pay all subcontractors who have properly completed their portions of the Work, even though the retainage withheld has been shown on performing subcontractor's portion of the Work. Contractor shall indemnify the Owner against any claim or Claim of Lien made by any party arising out of such withholding of the retention funds or in part due to the withholding of these funds to the extent of payments already made by Owner to Contractor.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Paragraph 9.10.2 Add the following new Paragraph 9.10.2.1:

9.10.2.1 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall indemnify the Owner against such lien and furnish a bond satisfactory to the Owner to indemnify the Owner and such other party subject to the lien as designated by the Owner, such as its landlord and any mortgagee, and shall cause the lien to be discharged within fifteen business days after receipt of notice from the Owner. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Paragraph 9.10.2.2 Add the following new Paragraph 9.10.2.2:

9.10.2.2 Neither Final Payment nor any retained percentage shall become due until the Contractor submits to the Architect, in addition to clauses (1) through (5) enumerated in Subparagraph 9.10.2, release and waiver of liens, claims, security interests or encumbrances arising out of the Contract by all Subcontractors and Sub-subcontractors.

Paragraph 9.10.6 Add the following new Paragraph 9.10.6:

9.10.6 Upon receipt of Contractor's written Notice as provided in 9.10.1, Owner and Architect shall inspect the Premises and deliver to Contractor a written "Punch List" specifying all defects in material or workmanship or deviations from the Contract Documents to be remedied by the Contractor. The Contractor shall remedy all such items within thirty (30) days from its receipt of said Punch list or within fifteen (15) of the receipt of materials needed for such activity (which materials shall be promptly ordered by Contractor). When all Punch List items have been completed by Contractor, he shall request Final Payment which shall be due and payable within fourteen (14) days of Architect's issuance of the Certificate of Final Completion, subject to the other provisions of the Contract Documents.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Paragraph 11.1.2 Add the following at the end of Paragraph 11.1.2:

The Contractor shall carry the following minimum insurance limits:

11.1.2.1 General Liability Insurance:

Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$100,000
Medical Expenses (any one person)	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Acc	\$2,000,000

11.1.2.2 Automobile Liability (Combined single limit) \$1,000,000

11.1.2.3 Excess Liability

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

11.1.2.4 Worker's Compensation

Per Statutory Limits	
Each Accident	\$100,000
Disease	\$100,000
Disease Policy Limit	\$500,000

11.1.2.5 The Owner and Architect shall be named as additional insured on all such policies (except the workman's compensation).

11.1.2.6 Certificates of Insurance evidencing the above and containing a thirty (30) day notice of cancellation directed to the Owner shall be provided by the Contractor's insurance representatives prior to commencement of the Work.

11.1.2.7 The Owner's Builder's Risk Policy shall be considered excess coverage over any collectible coverage by Contractor's insurances as provided in this Article 11 of this Contract

Paragraph 11.1.4 Add the following new Paragraph 11.1.4:

11.1.4 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) calendar days after the Owner has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the property office of the insurer, identifying those insured, the extent of the insurance, the location of the operations in which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause. Both the Owner and its lender, if any, shall be named as "additional insured" upon all Certificates of Insurance.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

Paragraph 12.2.6 Add the following new Paragraph 12.2.6:

12.2.6 If the Contractor fails to correct defective or non-conforming Work, as provided in Subparagraphs 3.5.1, 12.2.1 and 12.2.2, the Owner may correct it in accordance Paragraph 12.2.4. Additionally, if the Owner, within seven (7) days after written notice of injured, incorrect, non-conforming, or defective Work and Contractor's failure to correct such Work, deems it inexpedient to correct said Work, deduction from the Contract Sum shall be made therefor, based upon the value of removing the defective Work and replacing it correctly. Provided, however, that in the event that such injured, incorrect, non-conforming, or defective Work cannot be corrected within such seven (7) days after written notice from Owner, then if Contractor shall have begun to correct such injured or incorrect non-conforming and/or defective work within seven (7) days after written notice from Owner and diligently pursues such correction, then Owner shall allow Contractor to correct such Work.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Paragraph 13.7.2 Add the following new Paragraph 13.7.2

13.7.2 Notwithstanding any provision of Subparagraph 13.7.1 to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the Owner until after the date which, but for this Subparagraph 13.7.2, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by the Owner.

Paragraphs 13.8 – 13.34 Add the following new Paragraphs 13.8 – 13.34:

13.8 Notice shall be deemed to have been given on the date set forth in the return receipt, or the date on which delivery is refused, as set forth in the return receipt or, in the absence of the foregoing, on the third (3rd) day following mailing.

13.9 This Contract shall be deemed to be a "personal service" contract and, accordingly, the Contractor may not assign the Contract Documents, nor any portion of the Work required thereunder (except pursuant to subcontract agreements), nor any of the payments received pursuant thereto, without the prior written consent of the Owner.

13.10 The parties acknowledge that this is a negotiated contract and the terms shall not be construed against either party on the grounds that such party prepared the agreement.

13.11 The Contractor shall execute and deliver to Owner an assignment of all manufacturer's warranties which may exist in connection with any equipment, machinery or materials incorporated into the Work, as well as the warranties provided by subcontractors.

13.12 This Contract is personal to the Owner and the Contractor, and there shall be no third party beneficiaries of this Contract, either express or implied.

13.13 Where existing conditions are visible by observation without cutting or digging, over ceiling spaces, etc., and observed conditions are at variance with or are not indicated on the drawings, this Contractor shall be held to have verified such conditions and have accounted for same. Where existing conditions are not visible, and existing conditions are indicated on the drawings, such items shall be considered as being shown schematically only.

13.14 The Contract Documents are intended only as descriptions of work to be accomplished under the Contract. Divisions of drawings and specifications shall not be used to delineate subcontracts. Determinations of limits of responsibility of subcontracts shall be the sole responsibility of the Contractor.

13.15 The Contract Documents are complementary and what is required by any one or part of any one shall be binding as if required by all. Portions of the Work which can best be illustrated by the Drawings may not be included in the Specifications; and portions best described by the Specifications may not be depicted on the drawings. All items necessary to accomplish this or to complete work shown and/or specified shall be furnished and installed whether specified or shown. This is a turnkey project.

13.16 In case of disagreement between Drawings and Specifications or within either document itself, the better quality of work shall be estimated and the matter directed to the Architect's attention in writing for decision and/or adjustment.

13.17 The terms "Contractor" and "General Contractor" are synonymous.

13.18 Lines, Grades and Elevations will be established and maintained by the Contractor. Consult the Architect for any discrepancies.

13.19 The Architect's decision is final as to whether or not a product is identical with the specified product standard. If the Contractor has any doubts, he shall consult with the Architect prior to fabrication or installation.

13.20 All movable or adjustable work shall be and shall remain in perfect working order, including hardware, doors, windows, apparatus, machinery and equipment for the length of the guarantee period.

13.21 If a guarantee or warranty in the individual sections of the Specifications has a longer guaranty/warranty period, that longer period shall govern. If any product or its parts carry a longer guaranty/warranty period, that longer period will govern, notwithstanding any limitations in a section of the specification.

13.22 Requests for Extensions of Time due to change order will be considered by the Owner only if the Contractor can demonstrate that the work is not concurrent and cannot be accomplished within the contract period with use of additional personnel. Time extensions will be considered and if granted, will be included with the issuance of the change order.

13.23 It is the Contractor's responsibility to ascertain that any and all revisions or changes during the construction period comply with all codes, laws, regulations and ordinances whether or not there are revised drawings and/or specifications accompanying these revisions or changes.

13.24 In the event that Contractor discovers any errors, discrepancies, or omissions on the drawings, specifications or other documents, the Contractor shall, within three (3) days after receiving such document, notify the Architect in writing of such error or omission.

13.25 Unless otherwise stated in a particular section of these specifications, shop drawings shall be submitted in quadruplicate, all sets to be signed and dated by the Contractor prior to submission to the Architect. Unless agreed upon otherwise, the Architect has five (5) days in which to review a submission.

13.26 No oral agreement or conversation with the Owner, either before or after execution of this Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

13.27 If the Contractor's opinion of whether or not the project is "substantially completed" differs from that of the Architect, the Architect's decision shall be binding.

13.28 Issuance of a Certificate of Final Inspection may be made for the Owner's convenience and at his request. This issuance does not imply the Architect's complete and unqualified acceptance of all materials, methods, and/or workmanship.

13.29 The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with the Work.

13.30 In the case of the termination of this Contract before completion from any cause whatsoever, the Contractor, on notification by the Owner, shall promptly remove any part or all of his equipment and supplies from this property. Failure to do so will give the Owner the right to remove the above at the Contractor's expense.

13.31 Unless otherwise stated in a particular section of these specifications, shop drawings shall be submitted in quadruplicate, all sets to be signed and dated by the Contractor prior to submission to the Architect. Unless agreed upon otherwise, the Architect has five (5) days in which to review a submission.

13.32 Contractor agrees that it may not assign its rights or obligations under the Contract, the Work or any portion thereof with written consent of the Owner. Failure to obtain written consent of the Owner prior any such assignment shall constitute a material breach of the Contract.

13.33 The Contractor shall furnish the Architect a Material Safety Data Sheet for any Product that requires such a document prior to installing that product in the Work.

13.34 Material Safety Data Sheets shall also be posted by the Contractor in a conspicuous location at the Project site.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Paragraphs 14.2.1 Delete Paragraph 14.2.1 in its entirety and add the following new Paragraph 14.2.1:

14.2.1 The Owner may terminate the Contract and take possession of the site and all materials, equipment, tools, construction equipment and machinery owned by the Contractor and may finish

the Work by whatever means the Owner deems expedient if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor;
3. violates laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. otherwise violates a material provision of the Contract Documents;
5. is adjudged as bankrupt, or makes a general assignment for the benefit of a creditor or if a receiver is appointed; or
6. fails to promptly prosecute the Work and diligence to insure completion of the Work within the Contract time.

Paragraphs 14.4 Delete Paragraph 14.4 in its entirety and add the following new Paragraph 14.4:

14.4 Delete the existing language of Paragraph 14.4 and replace with the following:

14.4.1 The Owner may, upon seven (7) days written notice to the Contractor, without cause and without prejudice to any other right or remedy, terminate this Contract in whole or in part for its convenience.

14.4.2 Should the Owner exercise its rights under Subparagraph 14.4.1, the Contract Sum shall be adjusted to include compensation for executed Work and reasonable termination expenses. The Contractor shall not be entitled to any lost profits.

14.4.3 The Owner may, at its option, terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with (c) below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

14.4.3.1 Upon receipt of any such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the Work on that date and to the extent specified in the notice; place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued; promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Work and shall thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

14.4.3.2 Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by Contractor prior to the date of termination.

Execution Copy

14.4.3.3 Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor to the date of termination not previously paid for, less sums already received by Contractor on account of the portion of the Work performed. If at the date of such termination Contractor has properly prepared or fabricated off the Site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other places as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials.

EXHIBIT 'A' - ALTERNATES

The following sets forth alternates to the Scope of Work as described in the Contract Documents:

<u>Item</u>	<u>Cost</u>
1. Provide cable tray on 2nd floor	\$11,014.00

EXHIBIT 'B' - ALLOWANCES

The following sets forth allowances provided by the Contractor in its Contract Sum:

<u>Item</u>	<u>Cost</u>
1. Plaster patch under drywall, base building improvements	\$10,000.00

EXHIBIT 'C' – OWNER SUPPLIED ITEMS (NOT IN CONTRACT)

The following items shall be supplied to the Project by the Owner and are not included in the Contract Sum:

1. Overtime (except for spraying of the concrete deck).
2. Elevator use or utility use charges.
3. Blueprinting of Owner's documents.
4. Telephone or computer cabling or terminations.
5. Asbestos or Lead abatement, air monitoring, hygienist costs, containment procedures or Clean Rooms.
6. Floor leveling except patching or latexing at specific floor finishes.
7. Window replacements or repairs.
8. Window treatments (i.e., blinds, drapes, or drapery hardware, etc.).
9. Appliances.
10. Security systems.
11. Furniture, files, equipment or moving of same.
12. Life safety systems.
13. Sprinkler systems or fire pumps.
14. Furniture devices and wiring of same except connection for Owner furniture systems.
15. Cable tray on 2nd floor (See Alternate listed in Exhibit 'A').
16. Signage or Logos.
17. Water membrane under ceramic tile (not requested or specified).
18. Complete plaster skim patch (we include a \$10,000 allowance under drywall).
19. Responsibility for site utilities that are not located by standard J.U.L.I.E. or DIGGER procedures.
20. Painting of ceilings in basement, 1st floor, or 3rd floor.
21. Painting of Mechanical, Electrical, Fire Protection, or Plumbing equipment or piping in basement, 1st floor, or 3rd floor.

PLEASE NOTE:

1. We assume the elevator is in good working condition to vertically transport material and manpower.
2. We assume the connection for the new water service is within 10'-0" of the North foundation wall, as we did not receive Civil Engineering Drawings as referenced on the Plumbing Drawings.
3. The following rooms in the Basement, 1st floor, and 3rd floor have been included for complete painting: B00, B01, B02, B04, 100, 101, 102, 103, 104, 300, 301, 302, 303, 304, and 305.

EXHIBIT "D"
ENUMERATION OF THE DRAWINGS

1. Base Building Drawings

Number	Title	Date
<u>Drawings Produced by Archideas:</u>		
A0.1	Title Sheet	7/1/02
A0.2	Specifications	7/1/02
C1.1	Architectural Site Plan	7/1/02
D1.1	Basement and First Floor Demolition Plans and Notes	7/1/02
D1.2	Second and Third Floor Demolition Plans	7/1/02
A1.1	Basement and First Floor Construction Plans	7/1/02
A1.2	Second and Third Floor Construction Plans	7/1/02
A1.3	Plan Details	7/1/02
A8.1	Finish & Ceiling Plans and Interior Elevations	7/1/02
A9.1	Partition Types, Door & Finish Schedules and Details	7/1/02
<u>Drawings Produced by Klaucens & Associates, Inc.:</u>		
M1.1	Basement and First Floor HVAC Plans	7/8/02
M1.2	Second and Third Floor HVAC Plans	7/8/02
M1.3	Roof HVAC Plan	7/8/02
M2.1	HVAC Notes & Legend	7/8/02
M2.2	HVAC Details	7/8/02
M2.3	HVAC Details	7/8/02
M2.4	Flow Diagrams	7/8/02
M2.5	HVAC Schedules	7/8/02
M2.6	HVAC Schedules	7/8/02
DE1.1	Basement and First Floor Demolition Plans	7/8/02
DE1.2	Second and Third Floor Demolition Plans	7/8/02
<u>Drawings Produced by Structural Resources, Inc.:</u>		
S1.1	Framing Plan, Details, & General Notes	7/8/02
<u>Drawings Produced by Klaucens & Associates, Inc.:</u>		
E1.1	Basement and First Floor Electrical Plans	7/8/02
E1.2	Second and Third Floor Electrical Plans	7/8/02
E2.1	Basement and First Floor Exit Sign Plans	7/8/02
E2.2	Second and Third Floor Exit Sign Plans	7/8/02
E3.1	Riser Diagram	7/8/02
E3.2	Electrical Schedules	7/8/02
E3.3	Electrical Notes and Details	7/8/02
P1.0	Basement Plumbing Plan	7/8/02
P1.1	First Floor & Second Floor Plumbing Plans	7/8/02
P1.2	Third Floor Plumbing Plan	7/8/02

Execution Copy

P2.1 Plumbing Diagrams & Details 7/8/02

2. Interior Buildout Drawings

Number Title Date

Drawings Produced by Archideas

A0.1	Title Sheet	7/22/02
A0.2	General Notes and Specifications	7/22/02
A2.1	Construction and Furniture/Equipment Plans	7/22/02
A2.2	Power and Finish Plans	7/22/02
A3.1	Reflected Ceiling Plan	7/22/02
A8.1	Interior Elevations and Details	7/22/02
A8.2	Interior Elevations, Details and Enlarged Plans	7/22/02
A8.3	Interior Millwork Details	7/22/02
A9.1	Schedules	7/22/02
A9.2	Interior Partition Types and Details	7/22/02

Drawings Produced by Klaucens & Associates, Inc.

M1-1	Second Floor HVAC Plan	7/22/02
M1-2	Existing Roof HVAC Plan	7/22/02
M2-1	Second Floor Piping Plan	7/22/02
M3.1	HVAC Notes and Legend	7/8/02
M3.2	HVAC Details	7/8/02
M3.3	HVAC Schedules	7/22/02
E1-1	Second Floor Power and Lighting Plan	7/22/02
E1-2	Second Floor Exit Sign Plan	7/22/02
E2-1	Electrical Single Line	7/22/02
E3-1	Electrical Schedules	7/22/02
E3-2	Electrical Specifications	7/22/02
P1-1	Second Floor Plumbing Plan	7/22/02
FP1-1	Second Floor Fire Protection Plan	7/22/02

EXHIBIT "E"
ENUMERATION OF THE SPECIFICATIONS

The Specifications are those specifications contained in the Contract Documents and the Drawings as set forth in the this Addendum, Exhibit 'D'.

EXHIBIT "F"
CONTRACTOR'S CONSTRUCTION MANAGEMENT SCOPE OF WORK

The following sets forth the Contractor's construction management services to be provided in the Contractor's Scope of Work and as part of the Contract Sum. The Contractor hereby agrees that its failure to provide any or all of these construction management services shall constitute a material breach of the Contract, and Owner, without waiving any of its rights or remedies set forth in the Contract, shall be entitled to a credit against the Contract Sum for the value of the services not performed.

The Contractor agrees that it shall:

1. Meet with NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. to determine Construction Document status and priorities.
2. Meet with NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. to review and establish critical dates.
3. Advise of material availability and construction feasibility.
4. Provide and analyze "Work Letter" values and costs, if applicable.
5. Analyze methods and materials of proposed construction for cost savings and schedule impact, more specifically, value engineering.
6. Prepare "long-lead" item study, provide ordering recommendations.
7. Establish a "project critical" date for Construction Documents, pricing, approvals, construction and occupancy.
8. Establish project cost control systems.
9. Establish project record systems in accordance with requirements of NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
10. Advise NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. in reviewing the requirements of governmental agencies having jurisdiction.
11. Prepare Pre-Construction Punch List.
12. Review Construction Documents and prepare independent quantity take-offs.
13. Prepare preliminary construction cost estimates.
14. Rework budgets throughout the design development of the project.
15. Develop bid packages for unit prices of material purchases.
16. Interview prospective bidders.
17. Prepare approved bidders list.
18. Analyze bids received.
19. Provide contract negotiation and award.
20. Prepare log of approved unit prices and sub-contractors for same.
21. Negotiate escalation of unit prices for the duration of the project, if applicable.
22. Obtain proper insurance documents with coverage requirements for sub-contractors and monitor status.
23. Establish a construction schedule, monitor and update continuously.
24. Assist in scheduling and storage of pre-purchased items.
25. Develop a projected cash flow analysis for NanoInk, Inc.
26. Establish and maintain procedures for coordination between NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. and Interior Alterations, Inc.
27. Establish and maintain procedures for coordination with governmental agencies.
28. Procure Building Permits as required.
29. Establish and manage weekly project meetings to review status and coordinate all activity of

- participants.
30. Prepare and distribute minutes from weekly project meetings.
 31. Provide supervisory staff at the job site with support staff, as required.
 32. Coordinate and supervise the Work to be performed.
 33. Monitor all on-site costs for General Conditions by Interior Alterations.
 34. Insure that the workmanship of all tradesmen is in conformance with the highest standards.
 35. Schedule and implement the efforts of all tradesmen to insure conformance with established schedules.
 36. Review and monitor the competency and sizing of sub-contractors forces.
 37. Establish organization and authorities at the site to insure the objectives of NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
 38. Maintain cost control systems.
 39. Maintain project records systems.
 40. Provide and maintain life safety systems and procedures for the project.
 41. Establish critical dates for shop drawings and material submittals to Archideas, Inc. for approval.
 42. Establish and maintain, at the site, a complete set of approved Construction Documents, more specifically, architectural and engineering drawings, shop drawings and samples.
 43. Coordinate, review and submit all shop drawings, materials, etc. to Archideas, Inc. for approval.
 44. Establish and maintain record keeping for submittals to Archideas, Inc.
 45. Develop and maintain testing procedures for the Work.
 46. Maintain record keeping for all testing procedures.
 47. Receive and review Change Order requests with respect to value.
 48. Evaluate Change Order requests from sub-contractors.
 49. Submit, with recommendations, Change Orders with pricing to NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
 50. Establish and maintain procedures for Change Order record keeping.
 51. Develop and review all progress payments.
 52. Receive, review and monitor all Waivers of Lien for appropriate sub-contractor and material suppliers for the project.
 53. With Archideas, Inc., prepare Punch List.
 54. Implement Punch List corrections for the project in a timely fashion.
 55. Develop and submit "as built" drawings for the project.
 56. Assume responsibilities for the expeditious completion of Punch List items.
 57. Organize all guarantees and warranties manuals, operation instructions and manuals; etc. for equipment at the project.

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Exhibit E

AIA DOCUMENT | A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the
in the year 2002
(In words, indicate day, month and year)

23rd day of December
Ray

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Owner:
(Name, address and other information)

NanoInk, Inc.
1335 West Randolph St., Suite 200
Chicago, Illinois 60607

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, address and other information)

Interior Alterations, Inc.
318 West Adams St., 11th Floor
Chicago, Illinois 60606

This document has been approved and endorsed by The Associated General Contractors of America.

The Project is:
(Name and location)

NanoInk, Inc.
1335 West Randolph
Chicago, Illinois 60607

The Architect is:
(Name, address and other information)

Archideas, Inc.
311 West Superior, Ste. 410
Chicago, Illinois 60610



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The Owner and Contractor agree as follows.

The American Institute
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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement shall be December 23, 2002.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

The Date of Substantial Completion shall be April 11, 2003.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million, Five-Hundred, Fourteen-Thousand, One-Hundred Ninety-Three Dollars (\$ 2,514,193.00) subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

See attached Addendum 'A'--Supplemental Conditions

4.3 Unit prices, if any, are as follows:

Not applicable

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Addendum 'A'--Supplemental Conditions

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(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 Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

Christopher Anzalone
NanoInk, Inc.
1335 West Randolph St., Suite 200
Chicago, Illinois 60607

7.4 The Contractor's representative is:
(Name, address and other information)

Robert McKenna
Interior Alterations, Inc.
318 West Adams St., 11th Floor
Chicago, Illinois 60607

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

Not applicable



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
Not applicable		

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
See attached Addendum 'A'	Supplemental Conditions	

8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See attached Addendum 'A'	Supplemental Conditions	



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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
See attached Addendum 'A' -- Supplemental Conditions		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See attached Addendum 'A' -- Supplemental Conditions

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)


CONTRACTOR (Signature)

Chris Anzalone, President
(Printed name and title)

Rosmar D McKenna Vice President
(Printed name and title)

CAUTION: You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.



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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are



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the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanics lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in



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3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract unless the Contract Documents give other specific instructions concerning the matters of the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract



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3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by



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3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be



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4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.



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4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a



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subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



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7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- 1 change in the Work;
- 2 the amount of the adjustment, if any, in the Contract Sum; and
- 3 the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



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by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.



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opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or another contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.



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have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that



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10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or



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ADDENDUM 'A' - SUPPLEMENTAL CONDITIONS

PART I

Supplemental Conditions for AIA Document A101 - 1997 - Addendum to Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum

The following amends and provides supplemental conditions ("Supplemental Conditions") to AIA Document A101 - 1997 - Addendum to Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum ("Agreement"), dated December 2, 1992, between NanoInk, Inc. ("Owner"), and Interior Alterations, Inc. ("Contractor"). The following Supplemental Conditions may modify, change, delete from, or add to the Agreement. Where any Article of the Agreement is modified or any paragraph or subparagraph thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, paragraph or subparagraph shall remain in effect. In the event of any conflict between the terms of the Agreement and the terms of these Supplemental Conditions, these Supplemental Conditions shall prevail. Terms that are defined in the Agreement and used herein shall have the same meaning as used in the Agreement.

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ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Paragraph 3.4 Insert the following in Subparagraph 3.4:

The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially complete by the Scheduled Date for Substantial Completion, as the same may be extended in accordance with the Contract Documents, and also recognize that delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not substantially complete by such date. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that elapses between fifteen (15) days following the Scheduled Date for Substantial Completion, as the same may be extended in accordance with the Contract Documents (including, without limitation, extensions attributable to delays caused by the Owner or by parties for whose actions the Owner is responsible), and the date of issuance of a final Certificate of Occupancy by the local governing authority. However, to the extent an unreasonable delay in the issuance of a Certificate of Occupancy occurs due solely to an action or inaction by the local permitting authority, and is in the Owner's and Architect's concurring opinion, not attributable to the acts or omissions of the Contractor, its subcontractors, sub-subcontractors or material suppliers, the Owner and Architect shall fix a date on which liquidated damages shall cease to be assessed against the Contractor.

ARTICLE 4 CONTRACT SUM

Paragraph 4.4 Insert the following new Paragraph 4.4:

4.4 The Contractor agrees that the Contract Sum as set forth in this Article 4 is

inclusive of any and all products and services contained in the Contract Documents and any exhibits made part of this Addendum 'A', including, but not limited to all Alternates, Allowances and Owner Supplied Items.

ARTICLE 5 – PAYMENTS

5.1 PROGRESS PAYMENTS

Paragraph 5.1.3 Delete the existing Paragraph 5.1.3 in its entirety and replace it with the following new Paragraph 5.1.3:

5.1.3 The Contractor shall, not later than the fifth (5th) day of any month, deliver to the Owner's Architect or designated representative an itemized Application for Payment ("Application for Payment") using the AIA Standard Document Forms G702 and G703 requesting progress payments on account of the Contract Sum as provided in the Contract Documents for the period covered by such Application for Payment. By the thirtieth (30th) day of the same month in which the Application for Payment is due to be submitted by the Contractor to the Owner's Architect or designated representative, the Owner shall pay to the Contractor ninety percent (90%) of the Contract Sum certified by the Architect as properly allocable to labor, materials and equipment and actually incorporated into the Work for the period covered by the Application for Payment so as to maintain a "retainage" of ten percent (10%) throughout the course of the Work through Final Completion. If for any reason whatsoever, the percentage of retainage held by the Owner should be reduced below ten percent (10%), the Owner shall be entitled to withhold so much as may be necessary from the next Application for Payment to restore the amount of retainage actually held by the Owner to the ten percent (10%) level. If Application for Payment is received by Owner's Architect or designated representative after the application date fixed above, payment shall be made not later than thirty (30) days after Owner's Architect or designated representative receives the Application for Payment.

Paragraph 5.1.8 Insert the following new Paragraph 5.1.8:

5.1.8: As provided in this Agreement, ten percent (10%) of the Contract Sum shall be withheld from each Progress Payment by the Owner, and shall be paid to the Contractor only upon Final Completion of the Work and proper certification by the Architect for Final Payment. Notwithstanding this provision, the Owner agrees to reduce such sums held in retainage as follows:

5.1.8.1: in the event the Work is certified by the Architect as substantially complete on or before the Date of Substantial Completion as set forth in this Agreement, the Owner shall pay the Contractor fifty percent (50%) of the Contract Sum held as retainage as of the Date of Substantial Completion at the Progress Payment immediately following the Architect's certification of Substantial Completion;

5.1.8.2: in the event the Work is not certified by the Architect as substantially complete on or before the Date of Substantial Completion as set forth in this Agreement, all sums held in retainage shall continue to be held by Owner, ten percent (10%) of all future Progress Payments shall be added to the Contract Sum held as retainage, and retainage sums

shall be paid to the Contractor only upon proper certification by the Architect for Final Payment and at Final Payment, and upon payment by the Contractor of all sums due the Owner as Liquidated Damages, if any.

Paragraph 5.1.10 Insert the following new Paragraph 5.1.10:

5.1.10 In connection with each Application for Payment, title to all equipment and materials shall pass to the Owner upon payment therefore, and the Contractor shall prepare and execute all documents reasonably necessary, if any, to establish conclusively and perfect the title to such materials and equipment in the Owner, as the case may be.

Paragraph 5.1.11 Insert the following new Paragraph 5.1.11:

5.1.11 As part of each Application for Payment, the Contractor shall certify in writing that such Application for Payment represents a just estimate of costs reimbursable to the Contractor under the terms of this Article 5 and the Contract Documents and shall also certify in writing as follows:

"There are no known mechanic's or materialmen's liens outstanding on the date of this Application for Payment, all due and payable bills with respect to the Work have been paid to date or will be paid from the amount requested in this Application for Payment, and there is no known basis for the filing of any mechanic's or materialmen's lien against the Work."

Paragraph 5.1.12 Insert the following new Paragraph 5.1.12:

5.1.12 Any contrary provision in this Agreement notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder if the Contractor is in default under any of the Contract Documents.

Paragraph 5.1.13 Insert the following new Paragraph 5.1.13:

5.1.13 No partial payment hereunder shall be, or be construed to be, final acceptance or approval of that part of the Work to which such partial payment relates, or to relieve the Contractor of any of its obligations hereunder with respect to such portion of the Work.

5.2 FINAL PAYMENT

Paragraph 5.2.1 Delete the existing Paragraph 5.2.1 in its entirety and replace it with the following new Paragraph 5.2.1:

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: (1) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in the Contract Documents, including without limitation, the provisions of Subparagraph 13.2.2 of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been approved by the Owner's Architect. Such Final Payment shall be made by the Owner not more than thirty (30) days after the Owner's receipt of a final Application for Payment submitted in all respects in accordance with this Article 5 and the Contract Documents and certified by the Architect for Final Payment.

Paragraph 5.2.3 Insert the following new Paragraph 5.2.3:

5.2.3 The Final Application shall not be made until the Contractor delivers to the Owner, in form reasonably satisfactory to the Owner (and to the Construction Mortgagee, if any) the following: (a) such certificates and permits as shall be required by law precedent to the occupancy of the Work for the purposes intended (including, without limitation, a Certificate of Occupancy from the appropriate permitting authorities); and, (b) any and all instruction manuals, manufacturers' warranties and guaranties for all delivered or installed appliances, equipment and materials relating to the Work described by the Contract Documents. However, to the extent an unreasonable delay in the issuance of a Certificate of Occupancy occurs, and is in the Owner's and Architect's concurring opinion, not attributable to the acts or omissions of the Contractor, its subcontractors, sub-subcontractors or material suppliers, the Owner and Architect shall communicate in writing to the Contractor that it may make application for Final Application.

Paragraph 5.2.3.1 Insert the following new Paragraph 5.2.3.1:

5.2.3.1 Notwithstanding the provisions of paragraph 5.2.3, following the Contractor's Final Application under the conditions of paragraph 5.2.3, it shall be considered a material breach of the Contract by the Contractor if the permitting authority later fails to issue the Certificate of Occupancy due to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents. In such cases, the Contractor agrees to promptly correct the Work to comply with the requirements of the permitting authority at no cost to the Owner until a Certificate of Occupancy is issued. At its sole discretion and in the alternative, the Owner may undertake the corrective work at its cost and the Contractor agrees to reimburse the Owner for all costs and expenses related to the corrective work.

Paragraph 5.2.4 Insert the following new Paragraph 5.2.4:

5.2.4 Should any claim or lien related to this Agreement arise subsequent to Final Payment, the Contractor agrees to save, hold harmless and indemnify the Owner against the same. The Contractor may defend such claim at its own expense, if such defense is undertaken promptly after the filing of such claim. If the Contractor does not so defend or does not defend successfully or does not discharge such lien promptly, the Owner may undertake such defense in its own right. In that event, the Contractor agrees to pay the Owner, on demand, all sums which the Owner may be required to pay in litigation or compromise made in good faith by the Owner, including, without limitation, reasonable costs, expenses and attorneys' fees incurred. This Paragraph 5.2.4 shall also inure to the benefit of the Construction Mortgagee, if any. In the event that a construction lien is filed against the Project (unless such lien is filed as a direct result of the Owner's failure to make a payment to the Contractor when due), the Contractor shall cause it to be satisfied within ten (10) days following the date of filing.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

Paragraph 7.7 Insert the following new Paragraph 7.7:

7.7 The Contractor shall be responsible for obtaining a Certificate of Occupancy and all construction-related permits, licenses and approvals necessary for

construction and completion of the Project.

Paragraph 7.8 Insert the following new Paragraph 7.8:

7.8 Written notices between the Owner and the Contractor shall be deemed sufficiently given if: (1) hand delivered, (2) delivered by overnight courier service (such as U.S. Postal Service Express Mail, Federal Express or other similar courier services), (3) placed in the United States mail, registered or certified, postage prepaid (in which event such notice shall be deemed to have been received three days after being placed in the United States mail), or (4) by facsimile, with acknowledgment of receipt of transmission, provided that within 24 hours of transmission, a copy of such notice is forwarded to Owner. All notices shall be addressed as follows:

If to the Owner:

NanoINK, Inc.
1335 West Randolph St.
Suite #200
Chicago, IL 60607
Attention: Christopher Anzalone
Phone: (312) 525-2886
Fax: (312) 525-2972

with a copy in like manner to:

Seyfarth Shaw
55 East Monroe Street, Suite 4200
Chicago, IL 60603-5803
Attention: Jay A. Gitles, Esq.
Phone: (312) 269-8937
Fax: (312) 269-8869

If to the Contractor:

Interior Alterations, Inc.
318 West Adams St.
11th Floor
Chicago, IL 60607
Attention: Robert McKenna
Phone: (312) 454-1599
Fax: (312) 454-9864

Either party may change its mailing address by giving written notice to the other party in the manner specified above.

Paragraph 7.9 Insert the following new Paragraph 7.9:

7.9 The Contractor warrants that the construction of the Project shall be in compliance with all applicable building codes and zoning laws. However, the Contractor shall

not have responsibility for any non-compliance with applicable building codes and zoning laws if the same results from errors in the Drawings and Specifications, unless the Contractor actually knew, or reasonably should have known, that the Drawings and Specifications were not in compliance with applicable building codes and zoning laws. The Contractor further warrants that all Work shall be of a good and workmanlike quality and in compliance with the Drawings and Specifications.

Paragraph 7.10 Insert the following new Paragraph 7.10:

7.10 The Contractor agrees to prepare and supply to the Owner and the Construction Mortgagee, if any, with a schedule of proposed disbursements for the Work. Contractor agrees that the proposed disbursement schedule shall not bind the Owner in making payments based on dates and amounts established in the schedule; all payments shall be based solely on the Architect's certification of the Work, as provided by Article 9 and elsewhere in this Agreement. The Contractor agrees that, if such disbursement schedule is not acceptable to the Construction Mortgagee, if any, then the Contractor will make such reasonable adjustments in the disbursement schedule as the Construction Mortgagee may request.

Paragraph 7.11 Insert the following new Paragraph 7.11:

7.11 In case any provision of this Agreement shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from this Agreement.

Paragraph 7.12 Insert the following new Paragraph 7.12:

7.12 In the event of a conflict, the Drawings and Specifications, these Supplemental Conditions and the other attachments and Exhibits comprising this Agreement shall take precedence over the AIA printed form of Agreement and General Conditions. However, to the greatest extent possible, the Contract Documents should be read to be mutually compatible and so as not to create conflicts between them.

Paragraph 7.13 Insert the following new Paragraph 7.13:

7.13 The Contract Documents which comprise this Agreement represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument signed by both the Owner and the Contractor.

PART II

Supplemental General Conditions for AIA Document A201 – 1997 – General Conditions of the Contract for Construction

The following amends and provides supplemental conditions ("Supplemental General Conditions") to AIA Document A201 – 1997 – General Conditions of the Contract for Construction ("Contract"), dated 12/13/02, between NanoInk, Inc ("Owner"), and Interior Alterations, Inc. ("Contractor"). The following Supplemental General Conditions modify, change, delete from, or add to the General Conditions. Where any Article of the General Conditions is modified or any paragraph or subparagraph thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, paragraph or subparagraph shall remain in effect. In the event of any conflict between the terms of the General Conditions and the terms of these Supplemental General Conditions, these Supplemental General Conditions shall prevail. Terms that are defined in the Contract and used herein shall have the same meaning as used in the Contract.

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ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Paragraph 1.1.1 Add to the end of Paragraph 1.1.1:

1.1.1 The Contract Documents may not be amended or modified without the Owner's prior written approval.

Paragraph 1.1.3.1 Add the following new Subparagraph 1.1.3.1:

1.1.3.1 Contractor agrees that it shall execute the Work with a Standard of Care commensurate with a Contractor of the skill and experience necessary to perform all aspects of the Work in a first class manner and with top quality workmanship and craftsmanship.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Paragraph 1.2.1.1 Add the following new Subparagraph 1.2.1.1:

1.2.1.1 It is the intent of the Contract Documents to provide for complete installation of all portions of the Work. It is understood that all items, materials and equipment are to be furnished and installed, complete, ready for operation or use. Where additional or supplementary details or instructions are required to complete an item or items, the matter shall be referred to the Architect and the Work shall not proceed further until the Architect has provided the necessary information. No Work shall be installed or fabricated which depends upon the furnishing of such information. The timely furnishing of such information, which does not increase the scope of the work as set forth in the Contract Documents, by the Architect shall not be grounds for a claim to extra work or for a Change Order by the Contractor. The Contractor is deemed to have based its Contract Sum on a completed installation that includes all items which may be reasonably anticipated for completion of the Work, and will include this same requirement of all parties, including, but not limited to subcontractors, sub-subcontractors and material suppliers contracted by Contractor in the Work.

Paragraph 1.2.1.2 Add the following new Subparagraph 1.2.1.2:

1.2.1.2 Where the scope of the work in the Specifications or Drawings calls for service connections, supports, or installation of any item or group of items being furnished by different trades, the omission of any given item from the Specifications or Drawings related to a particular trade shall not relieve the Contractor of the responsibility for installing, connecting or supporting such items at no increase in Contract Sum. The Contractor is deemed to have examined the Drawings and Specifications of all trades to ascertain the full scope of the Work including but not limited to connections, supports and installation of equipment furnished by differing trades.

Paragraph 1.2.1.3 Add the following new Subparagraph 1.2.1.3:

1.2.1.3 Contractor has inspected the Property, and has calculated in the Contract Sum amounts for contingencies due to conditions which are visible, or reasonably discoverable, which may affect the performance of the Work. It is the responsibility of the Contractor to deal with and accept such conditions. The Contractor shall not, however, be responsible for added costs or scope of work changes required by governing authorities after the execution of this Contract, and if not set forth in the Contract Documents. Contractor shall not be responsible for work mandated by a building official, or which is the result of governmental interference, unless such work is already part of the Contractor's scope of work as set forth in the Contract Documents.

Paragraph 1.2.1.4 Add the following new Subparagraph 1.2.1.4:

1.2.1.4 The Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from the Drawings and Specifications necessary for the proper construction of the work herein specified, or should any error or disagreement between the Specifications and Drawings exist or appear to exist, the Contractor shall not avail himself of such manifestly unintentional errors or omissions, but must have same explained or adjusted by the Architect before proceeding with the work in question. The Architect reserves the right to change the design of any architectural details shown on the Contract Documents without additional cost, provided that there is no increase in the amount of materials, workmanship, or cost to the Contractor, including costs based on the reasonable time to perform such changed work. Any conflict or inconsistency between the Drawings shall be submitted by the Contractor to the Architect, whose decision thereon shall be conclusive.

Paragraph 1.2.1.5 Add the following new Paragraph 1.2.1.5:

1.2.1.5 The Contractor acknowledges that there may be elements of the work scope that lack sufficient detail in the drawings and specifications and which are reasonably and logically required for the proper installation and use of that particular element of the work scope. Any such items of work, when identified by the Owner or Architect, shall be drawn or specified by the Architect in consultation with the Contractor, and then performed by the Contractor at no increase in the Contract Sum.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

Paragraph 3.1.4: Add the following new paragraph 3.1.4:

3.1.4 Owner shall have the right to approve all subcontractors.

Paragraph 3.1.5: Add the following new paragraph 3.1.5:

3.1.5 The Contractor's duties shall include those set forth in Contract Documents including those construction management duties described in this Addendum 'A', Exhibit F.

Paragraph 3.1.6 Add the following new paragraph 3.1.6:

3.1.6 The Contractor shall be responsible for assisting the Owner in complying with all requirements of federal, state and local governmental authorities related to the Owner entering into various agreements to obtain certain federal, state and local economic incentives, the nature of which the Contractor acknowledges are not fully known at the time of execution of the Agreement, but shall include, at a minimum, that certain "NanoInk, Inc. Redevelopment Agreement By and Between The City of Chicago and NanoInk, Inc." The Contractor shall be responsible for promptly providing Owner and any governmental authority with all information and documentation required, including, but not limited to, the Contractor's performance of the Contract Documents, business entity formation, state certification, licenses, employee data, and subcontractor information and data.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Paragraph 3.2.1 Delete Paragraph 3.2.1 and substitute in lieu thereof the following:

3.2.1 The Contractor hereby specifically acknowledges and declares that Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. In addition, if the Contractor performs any construction activity and if it knows or should have known that any of the Contract Documents contains a recognized error, inconsistency or omission, the Contractor shall be responsible for such performance and shall bear the cost for correction thereof.

Paragraph 3.2.1.1 Add the following new Subparagraph 3.2.1.1:

3.2.1.1 The execution of this Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the conditions under which the work is to be performed, and has carefully studied and compared the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.3. The Contractor further represents that it has obtained such other information with respect to existing conditions at the site as it needs in order to perform the work and it has compared this Contract, the Drawings, the Specifications and other Contract Documents and has advised the Architect of any errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity that involves a recognized error, inconsistency or omission in the Contract Documents, the Contractor shall assume appropriate attributable costs for correction. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies, or omissions in the Shop Drawings, Schedules and Details unless the Contractor, or any party contracted by the

Contractor (i) prepared such items, or (ii) reasonably should have or did recognize such error, inconsistency, or omission and knowingly failed to report it to the Owner.

3.4 LABOR AND MATERIALS

Paragraph 3.4.1.1 Add the following new Subparagraph 3.4.1.1:

3.4.1.1 The Contractor shall provide a list of all products proposed for the Work, including the name of the manufacturer of each, for review by the Architect provided, however, that the Contractor will not depart from requirements in the Specifications without a written Change Order. The list shall be provided in a timely manner, so as not to delay any portion of the Work or Substantial Completion. The list shall be tabulated by, and be complete for, each specification section. Where applicable, the subcontractors' names shall be included in the list.

Paragraph 3.4.1.2 Add the following new Subparagraph 3.4.1.2:

3.4.1.2 Products are generally specified by manufacturer's name and model or trade name. When specified only by reference standard (such as ASTM numbers, etc.), the Contractor may select any product meeting this standard, by any manufacturer, subject to Contractor's submission to Architect for review and approval of such proposed products for incorporation into the Work. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any such product/manufacturer combination listed. When only one product and manufacturer is specified with the words "or equal," this is the basis of quality that alternate manufacturers must meet or exceed in performance. If the words "or equal" do not appear with the listed manufacturer, this is the basis of the Contract without substitution or exception.

Paragraph 3.4.1.3 Add the following new Subparagraph 3.4.1.3:

3.4.1.3 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:

3.4.1.3.1 The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.

3.4.1.3.2 The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration. If redesign by the Architect or his consultants is required to accommodate an alternate product or system, all costs of this redesign shall be borne by the Contractor requesting the change, at an agreed rate. If additional work is required of other contractors to accommodate an alternate product or system, all additional costs of this work shall be borne by the Contractor requesting the change. Anything contained herein to the contrary

notwithstanding, if the Contractor's request for substitution results from the unavailability of the specified product, Contractor shall not be responsible for payment of the redesign costs.

3.4.1.3.3 Where reference is made to the Standard Specifications of the American Society for Testing and Materials (ASTM), United States Government Federal Specifications (FS), or to other standard specifications of Associated Manufacturer's Organizations, or trades, in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition unless otherwise specifically stated.

Paragraph 3.4.1.4 Add the following new Subparagraph 3.4.1.4:

3.4.1.4 Request for substitutions based on Subparagraph 3.4.1.3 above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

3.4.1.4.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

3.4.1.4.2 Will provide the same guarantee for the substitution that he would for that specified;

3.4.1.4.3 Certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and

3.4.1.4.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

Paragraph 3.4.1.5 Add the following new Subparagraph 3.4.1.5:

3.4.1.5 Substitutions will not be considered if:

3.4.1.5.1 They are indicated or implied on shop drawing submissions without the formal request required in Subparagraph 3.4.1.3 above, or

3.4.1.5.2 For their implementation, they require a substantial revision of the Contract Documents in order to accommodate their use.

Paragraph 3.4.4 Add the following new Paragraph 3.4.4:

3.4.4 Neither Contractor nor any subcontractor shall purchase any equipment or materials on a conditional sales contract basis or any other basis upon which title to the equipment or materials does not immediately and unconditionally transfer to Owner upon payment.

3.5 WARRANTY

Paragraph 3.5.1 Delete Paragraph 3.5.1 in its entirety and replace it with the following new Paragraph 3.5.1:

3.5.1 The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract and the Contract Documents, and further guarantees the Work to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of issuance of the Certificate of Occupancy, unless a longer

guaranty period is agreed upon. The Contractor hereby agrees to repair and replace any and all work together with any adjacent work which may be displaced in so doing, that is (1) not in accordance with the requirements of the Contract Documents, if the Owner asserts a claim therefore within a reasonable time after discovery of the condition and within the period of time allowed by law; or (2) defective in its workmanship or material, if the Owner gives written notice of the same within the guaranty period, without any expense whatsoever to the Owner. Contractor further agrees that all repair or replacement work performed in accordance with the warranty provisions of Article 3.5 of this Contract shall be guaranteed to be and remain free of defects in workmanship and materials for a period of one (1) year from the date such repairs or replacement are made. All such repair and replacement work shall carry the same guarantees for repair and replacement found in the original one (1) year warranty provided in Article 3.5 of this Contract. The warranty provided in this Paragraph 3.5.1 shall be concurrent with and not in limitation of any other warranty or remedy required by law or by the Contact Documents.

Paragraph 3.5.1.1 Add the following new Subparagraph 3.5.1.1:

3.5.1.1 The Contractor's warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and so advises the Architect and the Owner, in writing, of proposed products and procedures which will affect the Contractor's warranty. The Contractor is responsible for any Subcontractor's nonperformance on warranty Work. The refusal of a Subcontractor or supplier to correct defective work for which it is responsible will not excuse the Contractor from performing under the Contractor's warranty. No limitation on warranties (other than those set forth in Article 3.5.1) anywhere in this Contract shall be deemed to apply to the warranties made pursuant to this Subparagraph. If required by the Owner or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. At the completion of the Work, all such guarantees and manuals covering material, workmanship, maintenance, etc., as specified, shall be procured from the various Subcontractors by the Contractor and forwarded to the Owner, together with a letter addressed to the Owner giving Owner a summary of guarantees attached, stating, with respect to each: (a) the character of the work; (b) the name of the Subcontractor, supplier, fabricator, materialmen or equipment seller or manufacturer; (c) the period of the guarantee; and (d) any conditions or limitations on the guarantee.

Paragraph 3.5.2 Add the following new Paragraph 3.5.2:

3.5.2 The Contractor shall commence such repairs or replacement within ten (10) calendar days after being notified in writing by the Owner and shall complete such work within a reasonable period of time. The Owner shall be entitled to all costs, including reasonable attorneys' fees, incurred by the Owner in connection with the Contractor's failure to correct and pay for such work.

Paragraph 3.5.2.1 Add the following new Subparagraph 3.5.2.1:

3.5.2.1 The Contractor shall promptly correct Work rejected by the Owner or the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall remove from the site portions of the Work which are not in accordance with

the requirements of the Contract Documents and are neither corrected buy the Contractor nor accepted by the Owner. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

Paragraph 3.5.3 Add the following new Paragraph 3.5.3:

3.5.3 The warranty contained herein is not in lieu of any other warranties, express or implied, which may be provided by law. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or pursuant to law. The establishment of the one (1) year warranty following the issuance of a Certificate of Occupancy relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which his obligation to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations and any damages caused by the Contractor, including without limitation, any action commenced by the Owner for negligence, strict liability, breach of contract or breach of warranty.

Paragraph 3.5.3.1 Add the following new Subparagraph 3.5.3.1:

3.5.3.1 Warranties on operating systems, equipment, products, or components installed or placed in operation prior to Substantial Completion or acceptance shall begin on the date of Substantial Completion. Warranties on operating systems, equipment, products, or components installed or placed in operation subsequent to Substantial Completion or acceptance shall begin on the date installed or placed in service by the Owner.

Paragraph 3.5.3.2 Add the following new Subparagraph 3.5.3.2:

3.5.3.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may (but shall not be obligated to) correct it. If the Contractor does not proceed promptly with correction of such nonconforming Work, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within then (10) days after written notice; the Owner may upon ten (10) additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.7 PERMITS, FEES AND NOTICES

Paragraph 3.7.2.1 Add the following new Paragraph 3.7.2.1:

3.7.2.1 The Contractor fully understands and agrees to comply with all provisions of the Occupational Safety Health Act ("OSHA") and any amendment thereto. If any OSHA violations are issued for which the Contractor (or its subcontractors) are responsible (including

any violation citing Contractor or Owner), the Contractor shall be charged for all fines, penalties, and costs, including reasonable attorneys' fees. The Contractor shall be responsible for any OSHA violation issued in connection with any of the Work or for any other violation which has been caused by the Contractor's or its subcontractor's personnel.

Paragraph 3.7.3 Delete Paragraph 3.7.3 and substitute the following thereof:

3.7.3 It shall be the obligation of the Contractor to review the Contract Documents to determine and to notify the Owner and the Architect of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other locational requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Owner and the Architect in writing, and necessary changes shall be accomplished by appropriate Modification.

3.8 ALLOWANCES

Paragraph 3.8.4 Add the following new Paragraph 3.8.4:

3.8.4 See attached Addendum "A", Exhibit "B" for the description of Contract Allowances.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Paragraph 3.10.1 Delete the existing Paragraph 3.10.1 and replace it with the following Paragraph 3.10.1:

3.10.1 Prior to the actual start of field work, but in no event later than thirty (30) days after the execution of this Contract, Contractor shall submit to Owner and Architect for their review, three copies of a proposed Contractor's Construction Schedule, giving the following information:

3.10.1.1 The estimated dates that the various parts of the Work (broken down by trades) will be started and completed:

3.10.1.2 The estimated amounts of completion of the various parts of the Work projected to the end of each calendar week until total completion.

3.10.1.3 The estimated projected progress of the Work that will be performed away from the job site, if any.

3.10.1.4 A delineation of the Work that will be performed by the Contractor's own forces and by his subcontractors.

3.10.1.5 The calendar date on which all the Work under the Contract will be completed and ready for final inspection.

3.10.1.6 The chart shall be plotted in a form acceptable to the Owner and to a reasonable scale on cross-section paper, the chart shall identify all Work which is a condition precedent to subsequent work and identify the order of precedence. Space shall be allotted for

comparative plotting of the actual progress of the various parts of the Work once they are commenced.

3.10.1.7 As the Work progresses, an up-to-date copy of the Job Progress Chart, with the actual percent completion of the various parts of the Work indicated shall be submitted to the Owner and Architect during the first week of each calendar month.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Paragraph 3.11.2 Add the following new Paragraph 3.11.2:

3.11.2 To the extent not addressed in the Contract Documents, as the Work progresses, the Contractor will record on separate sets of plans all locations of Contractor's Work, the final and actual sizes, locations and elevations, by figures and offset distances, in feet and inches, to permanent surface improvements. At the completion of the Work, Contractor shall provide "as built" plans and specifications prepared in a format mutually agreed upon by the Contractor and the Owner.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Paragraph 3.12.1.1 Add the following new Subparagraph 3.12.1.1:

3.12.1.1 Shop Drawings are drawings, including, but not limited to, architectural, structural mechanical and electrical, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor.

Paragraph 3.12.11 Add the following new Paragraph 3.12.11:

3.12.11 Contractor is responsible for obtaining and distributing required prints of shop drawings to his subcontractors and material suppliers after, as well as before final review. Prints of reviewed shop drawings shall be made from transparencies which carry the Architect's appropriate stamp. No unstamped drawing may be used for the fabrication or installation of any items. Contractor shall be responsible for submitting proper shop drawings and shall be responsible for any additional fees charged to Owner by the Architect or Consulting Engineer on account of multiple reviews of shop drawings due to failure to conform to this requirement.

Paragraph 3.12.12 Add the following new Paragraph 3.12.12:

3.12.12 The Contractor shall submit to Owner one copy of all submissions made to the Architect pursuant to this Paragraph 3.12.

Paragraph 3.12.13 Add the following new Paragraph 3.12.13:

3.12.13 The Contractor shall promptly satisfy any liens recorded against the Owner's property by any subcontractor, supplier, consultant, or laborer providing labor, materials, services, or equipment to the Project directly or indirectly under contract with the Contractor. Should Contractor fail to do so, the Owner shall be entitled, but not obligated, to satisfy such liens and deduct the costs thereof from the Contract Sum effective the date of the next Application for Payment submitted by the Contractor.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Paragraph 4.1.1 Add the following at the end of Paragraph 4.1.1:

The term "Architect" refers to:

Archideas, Inc.
311 West Superior, Suite 410
Chicago, IL 60610

Paragraph 4.2.1.1 Add the following new Subparagraph 4.2.1.1:

4.2.1.1 The Owner may designate in writing a person or persons who shall be the Owner's representative(s). If such designation is made, Contractor will receive its orders from this (these) representative(s).

Paragraph 4.2.2 Paragraph 4.2.2 is amended by adding at the end of Subparagraph 4.2.2:

4.2.2 The authorized representatives and agents of the Architect, Owner, the Owner's Representative and such other persons as the Owner may designate, shall have access to and be permitted to inspect all work, materials and other relevant data and records wherever they are in preparation and progress. The Contractor shall provide facilities for such access, inspection and when required, exact duplicate copies of the aforementioned data shall be furnished.

4.4 RESOLUTIONS OF CLAIMS AND DISPUTES

Paragraph 4.4.1 Paragraph 4.4.1 is amended as follows:

Second sentence: delete the words "mediation, arbitration or"

Paragraph 4.4.5 Paragraph 4.4.5 is amended as follows:

First sentence: delete the words "mediation and arbitration" and replace with the word "litigation."

Paragraph 4.4.6 Paragraph 4.4.6 is replaced in its entirety with new Paragraph 4.4.6:

4.4.6 A written decision by the Architect is final, subject to resolution of the dispute litigation in a court of competent jurisdiction.

Paragraph 4.4.8 Paragraph 4.4.8 is amended as follows:

First sentence: delete the words "by mediation or by arbitration."

4.5 MEDIATION

Paragraph 4.5 Delete existing Paragraph 4.5. in its entirety.

4.6 ARBITRATION

Paragraphs 4.6 Delete existing Paragraph 4.6 in its entirety and replace it with the following new Paragraph 4.6:

4.6 LITIGATION

4.6.1 This Contract shall be governed by the laws of the State of Illinois and any action brought to enforce rights arising from this Contract shall be maintained only in the Courts of the State of Illinois and shall be venued in Cook County, Illinois. Prior to filing any action for

enforcement of the provisions hereof or in the event of a dispute between Owner and Contractor regarding their duties and obligations, the Owner and Contractor agree to meet in person with their counsel and attempt in good faith to mediate and resolve any disputes. Owner and Contractor specifically waive arbitration to resolve any disputes. Contractor shall be obligated to bind its subcontractors, sub-subcontractors and their suppliers to the terms of this provision and the venue provisions hereof and shall in the event of failure to do so, fully indemnify the Owner from all consequences thereof including, but not limited to, travel expenses of Owner's counsel and any other expenses incurred to prosecute or defend claims not made in the agreed venue. In the event of any litigation arising under this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred at the trial and appellate levels.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Paragraph 5.2.1 Delete Subparagraph 5.2.1 and substitute the following in lieu thereof:

5.2.1 The Contractor, within fourteen (14) calendar days after award of the Contract, shall furnish in writing to the Owner through the Architect a list of the names and addresses of all Subcontractors and that portion of the Work for which said Subcontractors are responsible. The Architect shall, within fourteen (14) calendar days of receipt of said list, reply in writing to the Contractor stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed Subcontractors. Failure of the Owner or Architect to respond within the time limit set herein shall constitute notice of no reasonable objection.

Paragraph 5.2.3 Delete Subparagraph 5.2.3 and substitute the following in lieu thereof:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. No increase to the Contract Sum shall be allowed for such change.

Paragraph 5.5 Add the following new Paragraph 5.5:

The Contractor shall ensure that each Subcontractor:

5.5.1 coordinates its work with adjacent work and cooperates with other trades so as to facilitate the general progress of the Work;

5.5.2 affords other Subcontractors every reasonable opportunity for its Work and storage of materials; and

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Paragraph 6.1.5 Add the following new Paragraph 6.1.5:

6.1.5 Contractor acknowledges that Owner may introduce separate contractors to the Project to perform other portions of the Work. Contractor has calculated such eventuality into its computation of the Contract Schedule and will have no right to claim an extension of the Contract Time on account of the mere commencement of such additional work.

ARTICLE 7 - CHANGES IN THE WORK

Paragraphs 7.1.2 Delete existing Paragraph 7.1.2 and replace with the following new Paragraph 7.1.2:

7.1.2 The Owner, without invalidating the Contract, may issue additional instructions, require additional work or direct the omission of work previously ordered; provided, however, that Contractor shall not proceed with any change involving an increase or decrease in cost without prior written authorization from Owner in accordance with the following procedure:

7.1.2.1 Owner shall order changes in the Work by giving Contractor a written Change Order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, Contractor shall forthwith furnish to Owner a statement setting forth in detail, with a suitable breakdown by trades and work classifications, Contractor's estimate for the cost of the change in the Contract Sum attributable to the changes set forth in such Change Order Request and Contractor's estimate of the extension of time, if any, required for the changes set forth in such Change Order Request. If Owner approves, a Change Order will be issued and the Contract Sum shall be adjusted as set forth in the estimate. Agreement to a Change Order as described in this Paragraph 7.1.2 shall constitute a final settlement on all items covered therein, subject to performance thereof and payment pursuant to the terms of this Contract.

7.1.2.2 In the event Contractor becomes aware of a condition in the Work, discovers an unforeseen condition not reasonably discernable from Contractor's inspection of the Project, or discovers an error or omission in the Contract Documents that may give rise to a request by Contractor of a change in the Contract Time or the Contract Sum, Contractor shall, within three (3) days following such discovery, give notice in writing to Owner of such discovery and Contractor's intent to submit a Change Order Request to amend the Contract Sum and/or the Contract Time. Within seven (7) days following Contractor's notice to Owner, Contractor shall submit a Change Order Request to Owner as set forth in Section 7.1.2.1 of this Contract. In no event, however, shall Contractor proceed with any work that is, or will become, the subject of a Change Order Request without a written Change Order, executed and dated by the Owner and the Architect.

Paragraphs 7.1.3 Delete existing Paragraph 7.1.3 and replace with the following new Paragraph 7.1.3:

7.1.3 The cost or credit to the Owner resulting from a Change Order or other change shall be determined in one or more of the following ways:

7.1.3.1 By estimate and acceptance in lump sum as described in paragraph 7.1.2

7.1.3.2 By unit prices named in the Contract or subsequently agreed upon.

7.1.3.3 By the method provided in subparagraph 7.1.4.

Paragraph 7.1.4 Add the following new Paragraph 7.1.4:

7.1.4 If none of the methods set forth in Subparagraphs 7.1.2 or 7.1.3 is agreed upon, the Contractor, provided he receives a written order from Owner as described above, shall proceed with the work. In such case, Contractor shall keep and present in such form as the Architect may reasonably direct, an account of the cost, together with vouchers. The Architect shall preliminarily certify to the amount, including allowance for overhead and profit, due to the Contractor. Pending final determination of value, which final determination of value shall be made by the Architect and the Owner on the basis of the actual expenditures or savings by the Contractor in the performance of the Work attributable to the changes including, in the case of an increase in the cost of the Work, an allowance for overhead and profit (the final determination of value); payments on account of changes shall be made on the Architect's preliminary certificate. Notwithstanding the foregoing, in the event that the Contractor and Architect or Owner cannot agree as to the value of the Work, Contractor shall not be required to perform the Work, and Owner shall have the right to arrange for completion of the Work by another contractor.

Paragraph 7.1.4.1 Add the following new Subparagraph 7.1.4.1:

7.1.4.1 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented, except as provided in these Contract Documents.

Paragraph 7.1.5 Add the following new Paragraph 7.1.5:

7.1.5 For the purposes of this Contract, Costs shall include the amount that the Contractor pays directly for any labor, equipment, material or supplies necessary for a change in the Work, which labor, equipment, materials or supplies are provided directly by the Contractor's own forces or suppliers. Costs shall also include amounts with respect to labor, equipment, material or supplies provided by any subcontractors or sub-subcontractors or amounts that any subcontractor or sub-subcontractor pays directly for any labor, equipment, material or supplies necessary for the change in the Work.

Paragraph 7.1.6 Add the following new Paragraph 7.1.6:

7.1.6 It is agreed that the reasonable allowance for overhead and profit related to any change in the Work shall be as follows:

7.1.6.1 For all work done by his own organization, the Contractor may add seven percent (7%) of its actual cost for combined overhead and profit.

7.1.6.2 For all work done by subcontractors or sub-subcontractors, the respective subcontractor or sub-subcontractor may add a maximum of seven percent (7%) of their actual costs for combined overhead and profit, and the General Contractor may add zero percent (0%) of the above subcontractor or sub-subcontractor's cost for his overhead and profit.

7.1.6.3 If payment and/or performance bonds are required by Owner, a bond cost of one percent (1.0%) of the total amount of bond will be allowed the Contractor as a legitimate item of cost. No bond cost shall be allowed for subcontractors or sub-subcontractors.

7.1.6.4 Where a change in the Work involves both additions and deletions to the Contract, the overhead and profit percentage shall be computed against the net change in the Contract Sum based upon the principles stated above.

7.1.6.5 Contractor agrees that it shall not seek compensation for any costs, including profit and overhead claims, for contracts entered into separately by Owner for any portion of the Work.

Paragraph 7.1.7 Add the following new Paragraph 7.1.7:

7.1.7 If the Contractor claims that any instructions by drawings or otherwise involve extra costs under this Contract, it shall give the Owner written notice thereof within five (5) days after the receipt of such instructions, and in any event, before proceeding to execute the Work. The procedure to be followed will be that specified for changes in the Work and no claim will be considered unless such written notice is given and the procedures for change orders followed.

Paragraph 7.2 Delete existing Paragraph 7.2 and replace with the following new Paragraph 7.2:

7.2 By executing a Change Order, the Contractor acknowledges that:

7.2.1 It has received an equitable adjustment to the Contract Sum and the Contract Time; and

7.2.2 The Change Order constitutes full and complete satisfaction for all direct costs, indirect costs, applicable interest, impact, delay costs, and changes to the Contract Completion Date which has either been incurred or will be incurred during the performance of the Work described by the Change Order.

Paragraph 7.3.2 Delete Subparagraph 7.3.2 and substitute the following new Paragraph 7.3.2:

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In lieu of a Construction Change Directive, the Owner reserves the right, without being obligated to exercise that right and without invalidating the Contract, to use its own forces, or forces not a party to this Contract, to execute changes to the Work. Should the Owner exercise this right, such forces shall fall under the purview of Article 6 of these General Conditions.

Paragraph 7.3.10 Add the following new Paragraph 7.3.10:

7.3.10 In the event that Owner discovers that any Change Orders or Construction Change Directives increasing the Contract Sum was improperly executed because such change order or Construction Change Directives were already included in the scope of the work, the improper increase in the Contract Sum may be deducted from any progress payments due or final payment.

ARTICLE 8 - TIME

8.1 TIME - DEFINITIONS

Paragraph 8.1.3.1 Add the following new Subparagraph 8.1.3.1:

8.1.3.1 The provisions of paragraph 8.1.3 to the contrary notwithstanding, the Work shall not be considered Substantially Complete until the happening of all of the following events: a.) the Architect has issued a Certificate of Substantial Completion for the Work; b.) a Certificate of Occupancy has been issued by the permitting authority; c.) all required inspection of the Work has been made and the Work fully approved by the inspecting governmental authority or authorities, and d.) the appropriate final inspection Certificates indicating full code compliance have been issued.

Paragraph 8.1.3.2 Add the following new Subparagraph 8.1.3.2:

8.1.3.2 The Work shall be considered Substantially Complete upon the happening of all of the following events set forth in paragraph 8.1.3.1, except that unusual delays by the permitting authority in issuing a Certificate of Occupancy shall not prevent the Work from being considered Substantially Complete unless, in the Owner's and Architect's concurring opinion, such a delay is as a result of: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents.

Paragraph 8.1.3.3 Add the following new Subparagraph 8.1.3.3:

8.1.3.3 Notwithstanding the provisions of paragraph 8.1.3.2, following the Architect's certification of Substantial Completion of the Work under the conditions of paragraph 8.1.3.2, it shall be considered a material breach of the Contract by the Contractor if the permitting authority later withholds the Certificate of Occupancy due to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents. In such cases, the Contractor agrees to promptly correct the Work to comply with the requirements of the permitting authority at no cost to the Owner until a Certificate of Occupancy is issued by the permitting authority. At its sole discretion and in the alternative, the Owner may undertake the corrective work at its cost and the Contractor agrees to reimburse the Owner for all costs and expenses related to the corrective work. For purposes of this subparagraph 8.1.3.3, it shall not be considered a material breach of the Contract by the Contractor if, as a condition to the issuance of a Certificate of Occupancy, the permitting authority requires work to be performed at the Project in addition to the scope of work required by the Contract Documents, upon which a permit for construction was previously issued by the same permitting authority, and which work the Contractor could not reasonably have anticipated as being required.

Paragraph 8.2.4 Add the following new Paragraph 8.2.4:

8.2.4 Should progress of the Work be delayed by any fault, neglect, act, or omission of the Contractor, any Subcontractor, or any Sub-subcontractor, the Contractor shall, at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in completion of the Work. The Contractor shall compensate the Owner for,

and hold it harmless against, any and all costs, expenses, losses, liability, and damages which the Owner may sustain or incur by reason of such delay.

Paragraph 8.2.5 Add the following new Paragraph 8.2.5:

8.2.8 The Contractor shall accomplish all activities required for Final Payment within thirty (30) days following the date of Substantial Completion. Failure by the Contractor to accomplish all such activities shall constitute a substantial breach of the Contract Documents.

8.1 DELAYS AND EXTENSIONS OF TIME

Paragraph 8.3.1.1 Add the following new Subparagraph 8.3.1.1:

8.3.1.1: In addition to delays in the completion of the Work caused by the reasons set forth in paragraph 8.3.1, the Contractor may request an extension of the time authorized for the commencement of payment of Liquidated Damages, as provided in paragraph 3.4 of the Agreement for the following reasons: a.) force majeure, as defined in this Contract; b.) unusual delays in the Owner's authorization in the commencement of the Work; c.) any Stop Work Order issued by the permitting authority; d.) delays caused by the Owner's Landlord and e.) the failure of a particular material supplier to timely supply specified materials, only, however, when that material supplier is the only supplier of such specified materials in existence, and that material supplier's failure to perform is, in the Owner's and Architect's concurring opinion, in no way related to any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers. No extension of time for the commencement of payment of Liquidated Damages shall be authorized, however, if any delay is, in the Owner's and Architect's concurring opinion, related to: a.) any fault, neglect, act, or omission of the Contractor, its subcontractors, sub-subcontractors or material suppliers; or, b.) the Contractor's failure to meet its obligations under the Contract Documents.

Paragraph 8.3.1.2 Add the following new Subparagraph 8.3.1.2:

8.3.1.2: No event of delay shall waive the period for commencement of Liquidated Damages, or be allowed as a claim for an adjustment to the Contract Time or the Contract Sum, unless the Contractor provides the Owner and the Architect with written notice of an event of delay within three (3) days after the Contractor, its subcontractors, sub-subcontractors or material suppliers knew, or should have known of the event of delay. Within seven (7) days following the delivery of written notice to the Owner and Architect by the Contractor indicating the Contractor believes an event of delay has occurred, the Contractor shall provide the Owner with a written description of the event of delay providing: a.) the date the event of delay occurred or commenced; b.) a description of the event of delay; c.) the adjustment to the Contract Time or the Contract Sum sought by the Contractor; and d.) documentation supporting the Contractor's claim for an adjustment to Contract Time or the Contract Sum. The Contractor hereby waives any claim for an adjustment to the Contract Time or Contract Sum if the Contractor fails to strictly adhere to the procedures set forth herein.

Paragraph 8.3.1.3 Add the following new Subparagraph 8.3.1.3:

8.3.1.3: As used herein "force majeure" shall mean a delay in a party's reasonable performance hereunder due to: fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob violence; sabotage; vandalism; national shortages of labor, materials, supplies,

equipment and facilities; failure of transportation; strikes; lockouts; condemnation; governmental restrictions including inability or delay (despite best efforts of the Contractor attempting to obtain same) in obtaining governmental consents, certificates or permits; or laws or orders of governmental, civil, military or naval authorities.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Paragraph 9.2.1 Delete Paragraph 9.2.1 in its entirety and add the following new Paragraph 9.2.1:

9.2.1 Within fifteen (15) days of the signing of this Contract, Contractor shall submit to Owner and Architect three copies each of a Schedule of Contract Values (broken down by trade and major construction activities) and in such form as shall be acceptable to the Owner and Architect to be subject to Owner and Architect's approval and confirmation of specific items therein. This Schedule shall form the basis for the Contractor's Applications for Payment, provided however, that Architect shall be permitted to change this schedule when Architect reasonably believes that there remains insufficient sums to complete the balance of the Work or the Architect reasonably determines that the values assigned to the various categories are incorrect. Contractor shall promptly furnish to Owner and Architect such information as they shall reasonably request to verify the values set forth in the schedule including, but not limited to, copies of subcontracts. No payment under the Contract Documents shall be due to Contractor until the Schedule of Contract Values has been received and approved by Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Paragraph 9.3.1 Add the following new Paragraph 9.3.1:

9.3.1.1 The form for itemized "Application for Payment" shall be, or conform to, the AIA Document G-702.

9.3.1.2 Progress payments shall be made monthly in amounts not to exceed 90% of the cost of work done and 90% of the value of materials stored at the site. Cost of work is defined as material, labor, overhead, and profit. Value of materials shall be defined as actual cost of materials. The Contractor shall execute a draw request in connection with each advance from Owner accompanied by copies of unpaid invoices and receipted bills, if requested by Owner, and lien releases.

9.3.1.3 Starting with the second request for payment, the Contractor shall submit an executed contractor's affidavit and executed partial releases of lien from all subcontractors, materialmen and equipment suppliers.

9.3.1.4 Owner shall have no obligation to make payment for the cost of materials or furnishings not in place, whether stored or off site.

Paragraph 9.3.4 Add the following new Paragraph 9.3.4:

9.3.4 With each Application for Payment, the Contractor shall supply to the Owner fully executed and notarized conditional/partial lien waivers from the Contractor and each subcontractor in such form and content as provided for by applicable law and as required by

Owner's Construction Lender, if any, covering the entire amount of the progress payments made by Owner during the preceding month.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Paragraph 9.5.3 Add the following new Paragraph 9.5.3:

9.5.3 Where the term "Final Completion" or "Complete" is used, it shall mean that all areas are finished, all materials and equipment in place, all adjustments and balancing has been done, all corrections and adjustments noted on the pre-final and final inspections have been made, the entire building and its parts are functioning properly, all tests made, brochures and reports filed, and similar information provided.

9.8 SUBSTANTIAL COMPLETION

Paragraph 9.8.1 Delete Paragraph 9.8.1 in its entirety and add the following new Paragraph 9.8.1:

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of punch list items, the absence of completion of which does not and will not interfere with Owner's intended use of the Project. Notwithstanding anything to the contrary in the foregoing, Substantial Completion shall not be deemed achieved until the Contractor has delivered to the Owner all appropriate or required certificates of occupancy from all applicable governmental authorities for occupancy and use of the Project for its intended purposes.

Paragraphs 9.8.5 Delete Paragraph 9.8.5 in its entirety and add the following new Paragraph 9.8.5:

9.8.5 When the Contractor considers the Work to be Substantially Complete and the Architect has made his inspections and report as required by the Contract, Section 9.8.2, the Architect shall certify to the Owner that portion of the retainage which shall be paid to the Contractor and the Architect shall make allowance for amounts which should be retained to protect the Owner from loss because of:

9.8.5.1 Defective work yet to be remedied;

9.8.5.2 Items remaining to be completed or corrected;

9.8.5.3 Third party claims filed or reasonable evidence indicating probable filing of such claims;

9.8.5.4 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

9.8.5.5 Reasonable evidence that the Remaining Work cannot be completed for the unpaid balance of the Contract Sum;

9.8.5.6 Damage to the Owner or another contractor;

9.8.5.7 Reasonable evidence that the Remaining Work will not be completed within the Contract Time; or

9.8.5.8 Damages due to the Owner on account of Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.

9.8.5.9 If the Owner withholds payment of the retainage due to any of such causes, it shall be the Contractor's duty to pay all subcontractors who have properly completed their portions of the Work, even though the retainage withheld has been shown on performing subcontractor's portion of the Work. Contractor shall indemnify the Owner against any claim or Claim of Lien made by any party arising out of such withholding of the retention funds or in part due to the withholding of these funds to the extent of payments already made by Owner to Contractor.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Paragraph 9.10.2 Add the following new Paragraph 9.10.2.1:

9.10.2.1 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall indemnify the Owner against such lien and furnish a bond satisfactory to the Owner to indemnify the Owner and such other party subject to the lien as designated by the Owner, such as its landlord and any mortgagee, and shall cause the lien to be discharged within fifteen business days after receipt of notice from the Owner. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Paragraph 9.10.2.2 Add the following new Paragraph 9.10.2.2:

9.10.2.2 Neither Final Payment nor any retained percentage shall become due until the Contractor submits to the Architect, in addition to clauses (1) through (5) enumerated in Subparagraph 9.10.2, release and waiver of liens, claims, security interests or encumbrances arising out of the Contract by all Subcontractors and Sub-subcontractors.

Paragraph 9.10.6 Add the following new Paragraph 9.10.6:

9.10.6 Upon receipt of Contractor's written Notice as provided in 9.10.1, Owner and Architect shall inspect the Premises and deliver to Contractor a written "Punch List" specifying all defects in material or workmanship or deviations from the Contract Documents to be remedied by the Contractor. The Contractor shall remedy all such items within thirty (30) days from its receipt of said Punch list or within fifteen (15) of the receipt of materials needed for such activity (which materials shall be promptly ordered by Contractor). When all Punch List items have been completed by Contractor, he shall request Final Payment which shall be due and payable within fourteen (14) days of Architect's issuance of the Certificate of Final Completion, subject to the other provisions of the Contract Documents.

Paragraph 9.10.7 Add the following new Paragraph 9.10.7:

9.10.7 Notwithstanding any other provision of this Contract, the Work described by this Contract shall not be consider finally complete, nor shall Final Payment be due to Contractor if any part of those contracts between Owner and Contractor entitled "AIA Document A101 – 1997 – Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum," as amended and dated September 9, 2002, and "AIA Document A201 – 1997 – General Conditions of the Contract for Construction," as amended and

dated September 9, 2002, remain unperformed, or payments are due and owing Contractor for any reason, or the local permitting authority has failed to issue a Certificate of Occupancy (except for reasons otherwise provided by the Phase One Contracts).

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Paragraph 11.1.2 Add the following at the end of Paragraph 11.1.2:

The Contractor shall carry the following minimum insurance limits:

11.1.2.1 General Liability Insurance:

Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$100,000
Medical Expenses (any one person)	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Acc	\$2,000,000

11.1.2.2 Automobile Liability (Combined single limit) \$1,000,000

11.1.2.3 Excess Liability

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

11.1.2.4 Worker's Compensation

Per Statutory Limits	
Each Accident	\$100,000
Disease	\$100,000
Disease Policy Limit	\$500,000

11.1.2.5 The Owner and Architect shall be named as additional insured on all such policies (except the workman's compensation).

11.1.2.6 Certificates of Insurance evidencing the above and containing a thirty (30) day notice of cancellation directed to the Owner shall be provided by the Contractor's insurance representatives prior to commencement of the Work.

11.1.2.7 The Owner's Builder's Risk Policy shall be considered excess coverage over any collectible coverage by Contractor's insurances as provided in this Article 11 of this Contract.

Paragraph 11.1.4 Add the following new Paragraph 11.1.4:

11.1.4 The Contractor shall not cause any insurance to be canceled nor permit

any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) calendar days after the Owner has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the property office of the insurer, identifying those insured, the extent of the insurance, the location of the operations in which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause. Both the Owner and its lender, if any, shall be named as "additional insured" upon all Certificates of Insurance.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

Paragraph 12.2.6 Add the following new Paragraph 12.2.6:

12.2.6 If the Contractor fails to correct defective or non-conforming Work, as provided in Subparagraphs 3.5.1, 12.2.1 and 12.2.2, the Owner may correct it in accordance Paragraph 12.2.4. Additionally, if the Owner, within seven (7) days after written notice of injured, incorrect, non-conforming, or defective Work and Contractor's failure to correct such Work, deems it inexpedient to correct said Work, deduction from the Contract Sum shall be made therefore, based upon the value of removing the defective Work and replacing it correctly. Provided, however, that in the event that such injured, incorrect, non-conforming, or defective Work cannot be corrected within such seven (7) days after written notice from Owner, then if Contractor shall have begun to correct such injured or incorrect non-conforming and/or defective work within seven (7) days after written notice from Owner and diligently pursues such correction, then Owner shall allow Contractor to correct such Work.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Paragraph 13.7.2 Add the following new Paragraph 13.7.2

13.7.2 Notwithstanding any provision of Subparagraph 13.7.1 to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the Owner until after the date which, but for this Subparagraph 13.7.2, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by the Owner.

Paragraphs 13.8 – 13.34 Add the following new Paragraphs 13.8 – 13.34:

13.8 Notice shall be deemed to have been given on the date set forth in the return receipt, or the date on which delivery is refused, as set forth in the return receipt or, in the absence of the foregoing, on the third (3rd) day following mailing.

13.9 This Contract shall be deemed to be a "personal service" contract and, accordingly, the Contractor may not assign the Contract Documents, nor any portion of the Work required thereunder (except pursuant to subcontract agreements), nor any of the payments

received pursuant thereto, without the prior written consent of the Owner.

13.10 The parties acknowledge that this is a negotiated contract and the terms shall not be construed against either party on the grounds that such party prepared the agreement.

13.11 The Contractor shall execute and deliver to Owner an assignment of all manufacturer's warranties which may exist in connection with any equipment, machinery or materials incorporated into the Work, as well as the warranties provided by subcontractors.

13.12 This Contract is personal to the Owner and the Contractor, and there shall be no third party beneficiaries of this Contract, either express or implied.

13.13 Where existing conditions are visible by observation without cutting or digging, over ceiling spaces, etc., and observed conditions are at variance with or are not indicated on the drawings, this Contractor shall be held to have verified such conditions and have accounted for same. Where existing conditions are not visible, and existing conditions are indicated on the drawings, such items shall be considered as being shown schematically only.

13.14 The Contract Documents are intended only as descriptions of work to be accomplished under the Contract. Divisions of drawings and specifications shall not be used to delineate subcontracts. Determinations of limits of responsibility of subcontracts shall be the sole responsibility of the Contractor.

13.15 The Contract Documents are complementary and what is required by any one or part of any one shall be binding as if required by all. Portions of the Work which can best be illustrated by the Drawings may not be included in the Specifications; and portions best described by the Specifications may not be depicted on the drawings. All items necessary to accomplish this or to complete work shown and/or specified shall be furnished and installed whether specified or shown. This is a turnkey project.

13.16 In case of disagreement between Drawings and Specifications or within either document itself, the better quality of work shall be estimated and the matter directed to the Architect's attention in writing for decision and/or adjustment.

13.17 The terms "Contractor" and "General Contractor" are synonymous.

13.18 Lines, Grades and Elevations will be established and maintained by the Contractor. Consult the Architect for any discrepancies.

13.19 The Architect's decision is final as to whether or not a product is identical with the specified product standard. If the Contractor has any doubts, he shall consult with the Architect prior to fabrication or installation.

13.20 All movable or adjustable work shall be and shall remain in perfect working order, including hardware, doors, windows, apparatus, machinery and equipment for the length of the guarantee period.

13.21 If a guarantee or warranty in the individual sections of the Specifications has a longer guaranty/warranty period, that longer period shall govern. If any product or its parts carry a longer guaranty/warranty period, that longer period will govern, notwithstanding any limitations in a section of the specification.

13.22 Requests for Extensions of Time due to change order will be considered by the Owner only if the Contractor can demonstrate that the work is not concurrent and cannot be accomplished within the contract period with use of additional personnel. Time extensions will be considered and if granted, will be included with the issuance of the change order.

13.23 It is the Contractor's responsibility to ascertain that any and all revisions or changes during the construction period comply with all codes, laws, regulations and ordinances whether or not there are revised drawings and/or specifications accompanying these revisions or changes.

13.24 In the event that Contractor discovers any errors, discrepancies, or omissions on the drawings, specifications or other documents, the Contractor shall, within three (3) days after receiving such document, notify the Architect in writing of such error or omission.

13.25 Unless otherwise stated in a particular section of these specifications, shop drawings shall be submitted in quadruplicate, all sets to be signed and dated by the Contractor prior to submission to the Architect. Unless agreed upon otherwise, the Architect has five (5) days in which to review a submission.

13.26 No oral agreement or conversation with the Owner, either before or after execution of this Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

13.27 If the Contractor's opinion of whether or not the project is "substantially completed" differs from that of the Architect, the Architect's decision shall be binding.

13.28 Issuance of a Certificate of Final Inspection may be made for the Owner's convenience and at his request. This issuance does not imply the Architect's complete and unqualified acceptance of all materials, methods, and/or workmanship.

13.29 The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with the Work.

13.30 In the case of the termination of this Contract before completion from any cause whatsoever, the Contractor, on notification by the Owner, shall promptly remove any part or all of his equipment and supplies from this property. Failure to do so will give the Owner the right to remove the above at the Contractor's expense.

13.31 Unless otherwise stated in a particular section of these specifications, shop drawings shall be submitted in quadruplicate, all sets to be signed and dated by the Contractor prior to submission to the Architect. Unless agreed upon otherwise, the Architect has five (5) days in which to review a submission.

13.32 Contractor agrees that it may not assign its rights or obligations under the Contract, the Work or any portion thereof with written consent of the Owner. Failure to obtain written consent of the Owner prior any such assignment shall constitute a material breach of the Contract.

13.33 The Contractor shall furnish the Architect a Material Safety Data Sheet for any Product that requires such a document prior to installing that product in the Work.

13.34 Material Safety Data Sheets shall also be posted by the Contractor in a conspicuous location at the Project site.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Paragraphs 14.2.1 Delete Paragraph 14.2.1 in its entirety and add the following new Paragraph 14.2.1:

14.2.1 The Owner may terminate the Contract and take possession of the site and all materials, equipment, tools, construction equipment and machinery owned by the Contractor and may finish the Work by whatever means the Owner deems expedient if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor;
3. violates laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. otherwise violates a material provision of the Contract Documents;
5. is adjudged as bankrupt, or makes a general assignment for the benefit of a creditor or if a receiver is appointed; or
6. fails to promptly prosecute the Work and diligence to insure completion of the Work within the Contract time.

Paragraphs 14.4 Delete Paragraph 14.4 in its entirety and add the following new Paragraph 14.4:

14.4 Delete the existing language of Paragraph 14.4 and replace with the following:

14.4.1 The Owner may, upon seven (7) days written notice to the Contractor, without cause and without prejudice to any other right or remedy, terminate this Contract in whole or in part for its convenience.

14.4.2 Should the Owner exercise its rights under Subparagraph 14.4.1, the Contract Sum shall be adjusted to include compensation for executed Work and reasonable termination expenses. The Contractor shall not be entitled to any lost profits.

14.4.3 The Owner may, at its option, terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with (c) below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

14.4.3.1 Upon receipt of any such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the Work on that date and to the extent specified in the notice; place no further orders or subcontracts for materials, equipment, services, or facilities,

except as may be necessary for completion of such portion of the Work as is not discontinued; promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Work and shall thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

14.4.3.2 Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by Contractor prior to the date of termination.

14.4.3.3 Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor to the date of termination not previously paid for, less sums already received by Contractor on account of the portion of the Work performed. If at the date of such termination Contractor has properly prepared or fabricated off the Site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other places as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials.

EXHIBIT 'A' - ALTERNATES

The following sets forth alternates to the Scope of Work as described in the Contract Documents:

<u>Item</u>	<u>Cost</u>
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The Contract contains no Alternates.

EXHIBIT 'B' - ALLOWANCES

The following sets forth allowances provided by the Contractor in its Contract Sum:

<u>Item</u>	<u>Cost</u>
1. Plaster patch in laboratory	\$5,000.00
2. Provide plastic laminate sill in lieu of solid surface at details 7 & 8 sht. A9.3	(NO COST TO CONTRACT SUM)

EXHIBIT 'C' – OWNER SUPPLIED ITEMS (NOT IN CONTRACT)

The following items shall be supplied to the Project by the Owner and are **not included** in the Contract Sum:

1. Overtime solely as requested by Owner, and not as included in the Contract Sum or as provided in Section 8.2.4 of the AIA A201 General Conditions (the "Contract"), as amended by Addendum 'A'.
2. Lab glassware washers
3. Equipment for Electronics lab in basement
4. Water purification systems
5. All glove boxes and any other miscellaneous lab equipment including but not limited to:
 - a.) -80 and -30 degree freezers
 - b.) EP refrigerators
 - c.) Ice makers
 - d.) Thermovaps
 - e.) Dry ice chests
 - f.) Rotovaps
6. Elevator or utility use charges
7. Blueprinting of Owner's documents
8. Telephone, computer or security cabling or terminations
9. Asbestos abatement, air monitoring, hygienist costs, containment procedures or Clean Rooms
10. Floor leveling
11. Signage or Logos
12. Window treatments (i.e., blinds, drapes, drapery hardware, etc.)
13. Waterproof membrane under ceramic tile
14. Complete plaster skim patch (we include a \$5,000 allowance pending final scope which Will be determined in the field)
15. Repairs to embedded conduit or plumbing in basement slab
16. Fire protection or sprinkler work
17. Fire alarm work
18. Dewatering costs for basement underground work
19. Furnishing of undercounter dishwashers and ovens in labs
20. Furnishing of nitrogen tanks or manifolds
21. Hook-ups for 'future equipment'

EXHIBIT 'D'

ENUMERATION OF THE DRAWINGS

1. Laboratory Buildout Drawings Produced By Archideas, Inc.

<u>Number</u>	<u>Title</u>	<u>Date</u>
AO.1	Title sheet	10/04/02
AO.2	General Notes & Specifications	10/04/02
AO.3	General Laboratory Notes & Specifications	10/04/02
A2.0	Basement Construction & Furniture/ Equipment Plans	10/04/02
A2.1	Basement Power & Finish Plans	10/04/02
A2.2	1 st Floor Construction & Furniture/ Equipment Plans	10/04/02
A2.3	1 st Floor Power & Finish Plans	10/04/02
A2.4	Basement & 1 st Floor Lab Hood & Casework Plans	10/04/02
A3.1	Basement Reflected Ceiling Plan	10/04/02
A3.2	1 st Floor Reflected Ceiling Plan	10/04/02
A8.1	Interior Elevations & Details	10/04/02
A8.2	Lab Furnishings General Notes Legends & Schedules	10/04/02
A8.3	Lab Casework Types & Details	10/04/02
A8.4	Lab Casework elevations & Details	10/04/02
A8.5	Lab Casework Details	10/04/02
A9.1	Door Schedule, Types, Hardware & Room Finish Schedule	10/04/02
A9.2	Interior Partition Types & Details	10/04/02
A9.3	Interior Elevations & Details	10/04/02
	Addendum #1 with Sketch SK-36/AD-1	10/18/02

2. Laboratory Buildout Drawings Produced By Klaucens & Associates

<u>Number</u>	<u>Title</u>	<u>Date</u>
M1-1	Basement HVAC Plan	10/04/02
M1-2	1 st Floor HVAC Plan	10/04/02
M1.3	Roof HVAC Plan	10/04/02
M2-1	Basement & First Floor Piping Plan	10/04/02
M3.1	HVAC Notes & Legend	10/04/02
M3.2	HVAC Notes & Legend	10/04/02
M3.3	HVAC Notes & Legend	10/04/02

M3.4	HVAC Schedules	10/04/02
E1-1	Basement Power Plan	10/04/02
E1-2	1 st Floor and Roof power Plan	10/04/02
E2-1	Basement & 1 st Floor Lighting Plan	10/04/02
E3-1	Basement & 1 st Floor Exit Sign Plan	10/04/02
	Fire Department Submittal	10/04/02
E4-1	Electrical Single Line	10/04/02
E5-1	Electrical Schedules	10/04/02
E5-2	Panel Schedules	10/04/02
GP1-1	Basement & 1 st Floor Gas Piping Plan	10/04/02
GP1-2	Second & Third Floor Piping Plan	10/04/02
P1-1	Basement Plumbing Plan	10/04/02
P1-2	1 st & 2 nd Floor Plumbing Plan	10/04/02
P1-3	Third Floor Plumbing Plan	10/04/02
P2-1	Plumbing Diagrams & Details Plan	10/04/02
P2-2	Plumbing Diagrams & Details	10/04/02
FP1-1	Basement & 1 st Floor Fire Protection Plan	10/04/02
Sketch SK-GP1-1		10/08/02
Memorandum		10/08/02

EXHIBIT 'E'

ENUMERATION OF THE SPECIFICATIONS

The Specifications are those specifications contained in the Contract Documents and the Drawings as set forth in the this Addendum, Exhibit 'D'.

EXHIBIT 'F'

CONTRACTOR'S SCOPE OF WORK

In addition to the Contractor's obligations as set forth in the Contract Documents, the following sets forth the Contractor's construction management services to be provided in the Contractor's Scope of Work and as part of the Contract Sum. The Contractor hereby agrees that its failure to provide any or all of the construction management services set forth below shall constitute a material breach of the Contract, and Owner, without waiving any of its rights or remedies set forth in the Contract, shall be entitled to a credit against the Contract Sum for the value of the services not performed.

The Contractor agrees that it shall:

1. Meet with NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. to determine Construction Document status and priorities.
2. Meet with NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. to review and establish critical dates.
3. Advise of material availability and construction feasibility.
4. Provide and analyze "Work Letter" values and costs, if applicable.
5. Analyze methods and materials of proposed construction for cost savings and schedule impact, more specifically, value engineering.
6. Prepare "long-lead" item study, provide ordering recommendations.
7. Establish a "project critical" date for Construction Documents, pricing, approvals, construction and occupancy.
8. Establish project cost control systems.
9. Establish project record systems in accordance with requirements of NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
10. Advise NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. in reviewing the requirements of governmental agencies having jurisdiction.
11. Prepare Pre-Construction Punch List.
12. Review Construction Documents and prepare independent quantity take-offs.
13. Prepare preliminary construction cost estimates.
14. Rework budgets throughout the design development of the project.
15. Develop bid packages for unit prices of material purchases.
16. Interview prospective bidders.
17. Prepare approved bidders list.
18. Analyze bids received.
19. Provide contract negotiation and award.

20. Prepare log of approved unit prices and sub-contractors for same.
21. Negotiate escalation of unit prices for the duration of the project, if applicable.
22. Obtain proper insurance documents with coverage requirements for sub-contractors and monitor status.
23. Establish a construction schedule, monitor and update continuously.
24. Assist in scheduling and storage of pre-purchased items.
25. Develop a projected cash flow analysis for NanoInk, Inc.
26. Establish and maintain procedures for coordination between NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc. and Interior Alterations, Inc.
27. Establish and maintain procedures for coordination with governmental agencies.
28. Procure Building Permits as required.
29. Establish and manage weekly project meetings to review status and coordinate all activity of participants.
30. Prepare and distribute minutes from weekly project meetings.
31. Provide supervisory staff at the job site with support staff, as required.
32. Coordinate and supervise the Work to be performed.
33. Monitor all on-site costs for General Conditions by Interior Alterations.
34. Insure that the workmanship of all tradesmen is in conformance with the highest standards.
35. Schedule and implement the efforts of all tradesmen to insure conformance with established schedules.
36. Review and monitor the competency and sizing of sub-contractors forces.
37. Establish organization and authorities at the site to insure the objectives of NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
38. Maintain cost control systems.
39. Maintain project records systems.
40. Provide and maintain life safety systems and procedures for the project.
41. Establish critical dates for shop drawings and material submittals to Archideas, Inc. for approval.
42. Establish and maintain, at the site, a complete set of approved Construction Documents, more specifically, architectural and engineering drawings, shop drawings and samples.
43. Coordinate, review and submit all shop drawings, materials, etc. to Archideas, Inc. for approval.
44. Establish and maintain record keeping for submittals to Archideas, Inc.

45. Develop and maintain testing procedures for the Work.
46. Maintain record keeping for all testing procedures.
47. Receive and review Change Order requests with respect to value.
48. Evaluate Change Order requests from sub-contractors.
49. Submit, with recommendations, Change Orders with pricing to NanoInk, Inc., Archideas, Inc. and Klaucens & Associates, Inc.
50. Establish and maintain procedures for Change Order record keeping.
51. Develop and review all progress payments.
52. Receive, review and monitor all Waivers of Lien for appropriate sub-contractor and material suppliers for the project.
53. With Archideas, Inc., prepare Punch List.
54. Implement Punch List corrections for the project in a timely fashion.
55. Develop and submit "as built" drawings for the project.
56. Assume responsibilities for the expeditious completion of Punch List items.
57. Organize all guarantees and warranties manuals, operation instructions and manuals, etc. for equipment at the project.

EXHIBIT F

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made as of this ____ day of _____, 20____, by _____, an individual employed by the City of Chicago (the "**City**"), in favor of NanoInk, Inc., a Delaware corporation ("**NanoInk**").

Preliminary Statements

NanoInk and the City have entered into that certain Redevelopment Agreement dated as of July 1, 2003 (the "**Redevelopment Agreement**"), setting forth the terms and conditions of a grant from the City to NanoInk of approximately one-million dollars (\$1,000,000) in connection with the redevelopment of the property located at 1335 West Randolph Street, Chicago, Illinois. As a condition to the exercise by the City of its inspection rights under Section 14.02 of the Redevelopment Agreement, the undersigned, intending to be legally bound, hereby agrees as follows:

1. Confidential Information

(a) "**Confidential Information**" shall mean any information that is nonpublic and confidential or proprietary in nature that is provided by NanoInk to the undersigned, or observed by the undersigned in connection with performance of any inspection pursuant to Section 14.02 of the Redevelopment Agreement, whether in printed, written, electronic, oral or photographic form. "**Confidential Information**" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, source code or object code, sales and customer information, processes, NanoInk's business policies or practices, information received from others that NanoInk is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) The undersigned shall keep the Confidential Information confidential and will not (except as required by applicable law, regulation or legal or judicial process, and only after compliance with Section 2(b) below), without NanoInk's prior written consent, disclose any Confidential Information in any manner whatsoever, except that the undersigned may use the Confidential Information in connection with the performance of duties related to the City's exercise of its inspection rights under Section 14.02 of the Redevelopment Agreement.

(c) Except as required by applicable law, regulation, or legal judicial process, the undersigned will not, without the prior written consent of NanoInk, disclose to any person the fact that the Confidential Information has been made available to the undersigned or that the undersigned has inspected any portion of the Confidential Information. In the event that the undersigned is requested pursuant to, or required by, applicable law, regulation or legal or

judicial process to disclose any of the Confidential Information or any of the facts or matters described in this Section 2(b), the undersigned shall first notify NanoInk as promptly as practicable so that NanoInk may seek a protective order or other appropriate remedy prior to the undersigned's disclosure of the Confidential Information.

2. Rights and Remedies

(a) The undersigned shall notify NanoInk immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the undersigned, and will cooperate with NanoInk in every commercially reasonable way to help NanoInk regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

(b) The undersigned acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that NanoInk shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

3. Miscellaneous

(a) All Confidential Information is and shall remain the sole and exclusive property of NanoInk. By disclosing information to the undersigned, NanoInk does not grant any express or implied ownership right to the undersigned in, to or under such information.

(b) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of NanoInk, its agents, or employees but only by an instrument in writing signed by an authorized officer of NanoInk. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(d) If any term or provision of this Agreement, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provisions had never been contained herein, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

(e) All obligations created by this Agreement shall survive notwithstanding any termination of the undersigned's employment by the City or termination of the Term of the Redevelopment Agreement (as defined therein).

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

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of June 4, 2003, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Lease or the Project, other than liens against the Property, if any, and consensual liens or encumbrances against the Developer's other property: UCC Financing Statement 2243823 filed on September 23, 2002, naming Steelcase Financial Services, Inc. as the secured party, in respect of certain furniture and equipment leased or financed from the Secured Party.

EXHIBIT H-1

PROJECT BUDGET

Hard Costs

Construction/Build-out

Base Building

Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 344,015
Drywall/Acoustical Ceiling	\$ 209,697
Electrical	\$ 481,548
HVAC	\$ 890,825
Plumbing	\$ 170,399
Paint	\$ 36,395
Steel	\$ 63,252
Roof	\$ 21,750
<i>Subtotal</i>	<i>\$2,217,881</i>

Tenant Improvements (Office Space)

Concrete Sawcutting	\$ 37,500
Concrete	\$ 7,282
Millwork	\$ 39,105
Ceramic	\$ 19,850
Carpet/Base	\$ 36,520
Glazing	\$ 50,052
<i>Subtotal</i>	<i>\$ 190,309</i>

Construction/Build Out (Lab)

Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 335,750
Drywall/Acoustical Ceiling	\$ 102,059
Electrical	\$ 231,888
HVAC	\$ 688,190
Plumbing	\$ 323,893
Paint	\$ 30,755
Masonry	\$ 23,500
<i>Subtotal</i>	<i>\$1,736,035</i>

Tenant Improvements (Laboratory)

Ceramic	\$ 4,600
Carpet/Base	\$ 41,800
Concrete Floor	\$ 24,262
Millwork	\$ 6,686
Glazing	\$ 7,590
Overhead Service Carrier Systems	\$ 36,690
Bench Pipe Enclosures	\$ 111,490
Acoustical Paneling	\$ 12,000
<i>Subtotal</i>	<i>\$ 245,118</i>

Subtotal Hard Costs

\$4,389,343

Soft Costs

Architectural	\$ 116,000
<i>Subtotal</i>	<i>\$ 116,000</i>

Subtotal Soft Costs	\$ 116,000
Furniture	\$ 350,000
Lab Equipment	\$1,085,410
TOTAL	\$5,940,753

EXHIBIT H-2

MBE/WBE BUDGET

Hard Costs

Construction/Build-out

Base Building

Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 344,015
Drywall/Acoustical Ceiling	\$ 209,697
Electrical	\$ 481,548
HVAC	\$ 890,825
Plumbing	\$ 170,399
Paint	\$ 36,395
Steel	\$ 63,252
Roof	\$ 21,750
<i>Subtotal</i>	<i>\$2,217,881</i>

Tenant Improvements (Office Space)

Concrete Sawcutting	\$ 37,500
Concrete	\$ 7,282
Millwork	\$ 39,105
Ceramic	\$ 19,850
Carpet/Base	\$ 36,520
Glazing	\$ 50,052
<i>Subtotal</i>	<i>\$ 190,309</i>

Construction/Build Out (Lab)

Gen. Cond., Demo, Carp.	
Overhead & Fee	\$ 335,750
Drywall/Acoustical Ceiling	\$ 102,059
Electrical	\$ 231,888
HVAC	\$ 688,190
Plumbing	\$ 323,893
Paint	\$ 30,755
Masonry	\$ 23,500
<i>Subtotal</i>	<i>\$1,736,035</i>

Tenant Improvements (Laboratory)

Ceramic	\$ 4,600
Carpet/Base	\$ 41,800
Concrete Floor	\$ 24,262
Millwork	\$ 6,686
Glazing	\$ 7,590
Overhead Service Carrier Systems	\$ 36,690
Bench Pipe Enclosures	\$ 111,490
Acoustical Paneling	\$ 12,000
<i>Subtotal</i>	<i>\$ 245,118</i>

Subtotal Hard Costs

\$4,389,343

Soft Costs

Architectural	\$ 116,000
<i>Subtotal</i>	<i>\$ 116,000</i>

Subtotal Soft Costs	\$ 116,000
MBE/WBE BUDGET	\$ 4,505,343
MBE Dollar Value Requirement (25%)	\$ 1,126,335
WBE Dollar Value Requirement (5%)	\$ 225,267

EXHIBIT I

APPROVED PRIOR EXPENDITURES

MAY 8 2003 11:36AM INTERIOR ALTERATIONS

INTERIOR ALTERATIONS, INC.

INVOICE

9 Evidence of Prior Expenditures
NanoInk, Inc
Redevelopment Agreement

Invoice Number 04707

Billing Address:

NanoInk (INC.)
1436 West Randolph St., St. 402
Chicago, Illinois 60607
Attn: Mr. Anzalone

Date: Sep 30/02

Our Ref: NAN001
Your Ref:

Ship to:
NanoInk INC.
1335 West Randolph
Basement, 1, 2, 3 & Roof
Proposal 02-5572R1 & 02-5588

Job No: 06496

WORK COMPLETED:
FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE (ITEM) OF WORK
AS LISTED IN OUR PROPOSAL FOR THE SUM OF

2462,241.00

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
TOTAL AMOUNT DUE THIS INVOICE

237,500.00
- 23,750.00
213,750.00

TO: ARCHIDIAS, INC.
511 WEST SUPERIOR, STE. 410
CHICAGO, ILLINOIS 60610
ATTEN: MR. MICHAEL FAZIO

Subtotal
Net Invoice

213,750.00
213,750.00

PAID

INVOICE

Invoice Number **504805**

Billing Address:

nanoINK INC.
1436 West Randolph St., St.402
Chicago, Illinois 60607
Attn: Mr. Anzalone

Date: Oct 29/02

Our Ref: NAN001
Your Ref:

Ship to:
nanoINK INC.
1335 W. RANDOLPH
BASEMENT, 1,2,3 & ROOF
PROPOSAL # 02-5672R1&02-5688

Job No: **06496**

WORK COMPLETED:
FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE ITEMS OF WORK
AS OUTLINED IN OUR PROPOSAL FOR THE SUM OF
CHANGE ORDERS TO DATE PER ATTACHED RECORD
REVISED CONTRACT SUM TO DATE

2462,241.00
-99,651.00
2362,590.00

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
SUB-TOTAL
LESS PREVIOUS REQUEST
TOTAL AMOUNT DUE THIS INVOICE

1340,739.12
-134,073.95
1206,665.17
-213,750.00
992,915.17

CC: ARCHIDEAS, INC.
311 WEST SUPERIOR, STE 410
CHICAGO, ILLINOIS 60610
ATTEN: MR. MICHAEL FAZIO

Subtotal
Net Invoice

992,915.17
992,915.17

PAID

IAI INTERIOR ALTERATIONS INC.

Adams, Chicago, Illinois 60606 312.454.1599

INVOICE

Invoice Number **504862**

Billing Address:

nanoINK INC.
1436 West Randolph St., St. 402
Chicago, Illinois 60607
Attn: Mr. Anzalone

Date: Nov 25/02

Our Ref: NAN001
Your Ref: 6496

Ship to:
nanoINK, INC
1335 WEST RANDOLPH
BASEMENT, 1, 2, 3 & ROOF
PROPOSAL #02-5672R1 802-5688

Job No: **06496**

WORK COMPLETED:
FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE ITEMS OF WORK
AS OUTLINED IN OUR PROPOSAL FOR THE SUM OF
CHANGE ORDERS TO DATE PER ATTACHED RECORD
REVISED CONTRACT SUM TO DATE

2462,241.00
70,782.00
2391,459.00

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
SUB-TOTAL
LESS PREVIOUS REQUEST
TOTAL AMOUNT DUE THIS INVOICE

2391,459.00
-119,572.95
2271,886.05
-1206,665.15
1065,220.90

CC: ARCHIDEAS, INC.
311 WEST SUPERIOR - SUITE 410
CHICAGO, IL 60610
ATTN: MR. MICHAEL FAZIO

Subtotal
Net Invoice

1065,220.90
1065,220.90

PAID

MAY. 8. 2003 11:37AM

INTERIOR ALTERATIONS

NO. 7674 E. 5/7

IAI INTERIOR ALTERATIONS, INC.

311 Adams, Chicago, Illinois 60606 312.454.1599

INVOICE

Invoice Number **504943**

Billing Address:

nanolNK INC.
1436 West Randolph St., St. 402
Chicago, Illinois 60607
Attn: Mr. Anzelone

Date: Dec 16/02

Date:

Our Ref: NAN001
Your Ref: 6496

Ship to:
nanolNK, INC.
1335 WEST RANDOLPH
BASEMENT, 1, 2, 3 & ROOF
PROPOSAL #02-5672R1 & 02-5688

JOB NO: 06496

WORK COMPLETED:

FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE ITEMS OF WORK
AS OUTLINED IN OUR PROPOSAL FOR THE SUM OF
CHANGE ORDERS TO DATE PER ATTACHED RECORD
REVISED CONTRACT SUM TO DATE

2462,241.00
-54,812.95
2407,428.05

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
SUB-TOTAL
LESS PREVIOUS REQUEST
TOTAL AMOUNT DUE THIS INVOICE

2407,428.05
-25,078.20
2382,349.85
-2271,886.05
110,463.80

CC: ARCHITECTS, INC.
311 WEST SUPERIOR, SUITE 410
CHICAGO, IL 60610
ATTN: MR. MICHAEL FAZIO

Subtotal
Net Invoice

110,463.80
110,463.80

PAID

IAI INTERIOR ALTERATIONS INC.

Adams Chicago, Illinois 60631 312.454.1599

I N V O I C E

Invoice Number **505050**

Billing Address:

NANOINK, INC.
1335 WEST RANDOLPH STREET
CHICAGO, IL. 60607
ATTN: MS. SARAH EBLER

Date: Jan 24/03

Our Ref: NAN002
Your Ref: 6731

Ship to:

NANOINK - LABORATORY
1335 WEST RANDOLPH
PROPOSAL #02-5910R1 AND
02-5910.01R1

Job No: **05731**

WORK COMPLETED:

FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE ITEMS OF WORK
AS OUTLINED IN OUR PROPOSAL FOR THE SUM OF
CHANGE ORDERS TO DATE PER ATTACHED RECORD
(REVISED) CONTRACT SUM TO DATE

2514,193.00
-8,017.00
2506,176.00

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
SUB-TOTAL
LESS PREVIOUS REQUEST
TOTAL AMOUNT DUE THIS INVOICE

749,989.53
-54,961.70
695,027.83
-200,932.00
494,095.83

CC: ARCHIDEAS, INC.
311 WEST SUPERIOR, SUITE 410
CHICAGO, IL 60610
ATTN: MS. ERIKA CAREY

Subtotal
Net Invoice

494,095.83
494,095.83

PAID

INVOICE

Invoice Number 595144

Billing Address:

HANDINK, INC.
1335 WEST RANDOLPH STREET
CHICAGO, IL. 60607
ATTN: MS. SARAH ESLER

Date: Feb 21/03

Our Ref: NAM002
Your Ref: 6731

Ship to:
HANDINK, INC. - LABORATORY
1335 WEST RANDOLPH
PROPOSAL # 02-5910 R1 AND 02-
5910.01 R1

Job No: 06731

WORK COMPLETED:
FURNISH ALL LABOR, MATERIAL AND SUPERVISION
AS REQUIRED TO COMPLETE THE ITEMS OF WORK
AS OUTLINED IN OUR PROPOSAL FOR THE SUM OF
CHANGE ORDERS TO DATE PER ATTACHED RECORD.
REVISED CONTRACT SUM TO DATE:

2514,193.00
4,173.40
2510,019.60

TOTAL AMOUNT DUE PER SWORN STATEMENT
LESS RETENTION
SUB-TOTAL
LESS PREVIOUS REQUEST
TOTAL AMOUNT DUE THIS INVOICE

910,242.28
-71,787.00
846,455.28
-695,027.83
151,427.45

CC: ARCHIDEAS, INC.
1311 WEST SUPERIOR, STE. 410
CHICAGO, IL 60610
ATTN: MS. ERIKA CAREY

Subtotal
Net Invoice

151,427.45
151,427.45..

PAID

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

_____, 2003

The City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

Re: NanoInk, Inc.

Ladies and Gentlemen:

We have acted as special counsel for NanoInk, Inc., a Delaware corporation (the "Company"), in connection with the preparation, execution and delivery of the NanoInk, Inc. Redevelopment Agreement dated as of _____, 2003 (the "Redevelopment Agreement") by and between the Company and the City of Chicago, the Lease (as defined in the Redevelopment Agreement) and the construction of certain facilities on the property subject to the Lease. This opinion is being delivered pursuant to Section 5.09 of the Redevelopment Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

For purposes of rendering this opinion we have reviewed and examined the Redevelopment Agreement, the Lease and such other agreements, documents or instruments as we have deemed necessary in order to render the opinions set forth herein. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of the Second Amended and Restated Certificate of Incorporation of the Company, as amended by the Certificate of Amendment of the Second Amended and Restated Certificate of Incorporation of the Company, and Amended and Restated Bylaws of the Company, Certificates of Good Standing issued by the Secretary of State of the State of Delaware and the State of Illinois dated _____ and _____, respectively, with respect to the Company, resolutions of the Board of Directors of the Company, and originals or copies, certified to our satisfaction, of certificates of public officials and officers and representatives of the Company with respect to the matters herein set forth, and we have made such other investigations of questions of law and fact as we have deemed necessary or appropriate for the purposes of expressing the opinions set forth herein.

In rendering the opinions expressed below, we have assumed and relied upon the following without independent investigation or verification:

- (a) The signatures of all persons signing all agreements, documents or instruments in connection with which this opinion is rendered are genuine;
- (b) All agreements, documents and instruments submitted to us as originals or duplicate originals are authentic;
- (c) All agreements, documents and instruments submitted to us as copies or facsimiles, whether certified or not, conform to authentic original documents;
- (d) All certificates of public officials, all representations and warranties of the Company, and all other certificates, statements, representations and documents with respect to factual matters are accurate, true and correct;
- (e) All parties to the agreements, documents or instruments reviewed by us (other than the Company in connection with the Redevelopment Agreement and the Lease), have full power and authority to execute, deliver and perform their obligations under such agreements, documents and instruments and under the agreements, documents and instruments required or permitted to be delivered and performed thereunder, and that all such agreements, documents and instruments have been duly authorized by all necessary action, have been duly executed by such parties and are or will be valid and binding obligations of the parties thereto (other than the Company in connection with the Redevelopment Agreement and the Lease) enforceable against such parties in accordance with their terms;
- (f) All consents, approvals, waivers, exemptions and authorizations to be obtained by any party (other than the Company) in connection with the consummation of the transactions reflected in or contemplated by the Redevelopment Agreement have been obtained;
- (g) The representations and warranties made in the Redevelopment Agreement by the City of Chicago are true and correct;
- (h) The City of Chicago has all required authority under applicable laws, rules and regulations to consummate the transactions contemplated by the Redevelopment Agreement and pursue its rights thereunder;
- (i) There are no extrinsic agreements or understandings among the parties to the Redevelopment Agreement that would modify the terms of the Redevelopment Agreement or the respective rights or obligations of the parties thereunder; and

- (j) There have been no changes since the respective dates of the governmental certificates examined by us which would make untrue or qualify any statement contained therein.

In connection with the opinion expressed in paragraph 7 below, we have examined the Second Amended and Restated Certificate of Incorporation, as amended by the Certificate of Amendment of the Second Amended and Restated Certificate of Incorporation of the Company, the Company's Amended and Restated Bylaws and the Company's minute book in our possession. The Company has represented to us that these records are complete and accurate and constitute all of the Company's documents with respect to the issuance of shares of its capital stock. We have also relied on the Company's representations to us as to the nature of the consideration received for such shares.

Based on the foregoing and subject to the limitations and qualifications expressed herein, we are of the opinion that:

1. The Company is incorporated, existing and in good standing under the laws of the State of Delaware and is authorized to transact business and is in good standing in the State of Illinois.

2. The Company has the requisite corporate power and authority to own or lease its properties, execute and deliver the Redevelopment Agreement and perform the obligations of the Company under the Redevelopment Agreement. The execution and delivery of, and performance by the Company of its obligations under, the Redevelopment Agreement have been duly authorized by all necessary corporate action by the Company.

3. The Redevelopment Agreement has been duly executed and delivered by a duly authorized officer of the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

4. The execution and delivery of the Redevelopment Agreement by the Company, and the performance by the Company of its obligations thereunder, do not (a) violate any provision of the Company's Second Amended and Restated Certificate of Incorporation, as amended by the Certificate of Amendment of the Second Amended and Restated Certificate of Incorporation of the Company, or Amended and Restated Bylaws, (b) violate any statutory law or regulation applicable to the Company which violation would reasonably be expected to affect materially and adversely the Company's ability to perform its obligations under the Redevelopment Agreement; (c) to the best of our knowledge, violate any judgment, order, writ, injunction or decree of any court, arbitrator or governmental authority applicable to the Company or its properties; or (d) to the best of our knowledge, result in a breach of, or default or acceleration of maturity under, any written agreement or instrument to which the Company is a party or by which the Company or its properties are bound, which breach, default or acceleration would reasonably be expected to affect materially and adversely the Company's legal ability to

perform its obligations under the Redevelopment Agreement or the enforceability or validity of any terms of the Redevelopment Agreement against the Company.

5. To the best of our knowledge, the Company's execution and delivery of, and performance of its obligations set forth in, the Redevelopment Agreement, do not and will not result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of the properties of the Company pursuant to any written agreement or instrument to which the Company is a party or by which its properties are bound.

6. The Company's execution and delivery of, and performance of its obligations set forth in, the Redevelopment Agreement do not require any action by or filing with any federal or State of Illinois governmental or public authority, except with respect to recording of the Agreement as contemplated by Section 8.18 thereof.

7. As of the date hereof, the authorized capital stock of the Company consists of (a) 28,895,104 shares of Common Stock, \$0.01 par value per share (the "Common Stock"), (b) 3,200,000 shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock"), and (c) 10,000,000 shares of Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"). The 6,758,695 shares of Common Stock, the 3,000,000 shares of Series A Preferred Stock and the 10,000,000 shares of Series B Preferred Stock shown in the stock ledger of the Company as issued and outstanding have been validly issued and are fully paid and nonassessable. To the best of our knowledge, except as disclosed in Exhibit A hereto, there are no outstanding options, warrants, agreements or pre-emptive rights to which the Company is a party or by which it is bound, requiring or providing for the issuance of, and there are no outstanding securities issued by the Company convertible into or exchangeable for, any shares of capital stock of any class of the Company.

8. To the best of our knowledge, there is no litigation, contested claim or governmental proceeding currently pending or threatened in writing which seeks to restrain, enjoin, prevent consummation of, or otherwise challenge the transactions contemplated under the Redevelopment Agreement. We know of no judgments outstanding against the Company which would restrain, enjoin, prevent consummation of, or otherwise challenge, the transactions contemplated under the Redevelopment Agreement.

9. The choice of the laws of the State of Illinois as the governing law of the Redevelopment Agreement should be upheld as a valid choice of law by the courts of the State of Illinois, provided that such choice of law is *bona fide* (in the sense that it was not made with a view to avoiding the consequences of the law of any other jurisdiction) and provided that such choice of law is not otherwise contrary to any public policy of the State of Illinois.

The opinions set forth herein are subject to the following qualifications:

A. A statement in our opinion that a matter which involves a question of fact is "to our knowledge" or "known to us" refers exclusively to the current actual knowledge of facts or

other information of the attorneys of our firm who have given substantive attention to matters concerning the Company in connection with the transactions which are the subject of this opinion. Except as expressly set forth herein, we have made no independent factual investigation for the purpose of rendering the opinions contained herein and no inference as to our knowledge concerning any facts should be drawn as a result of our limited representation.

B. We call your attention to the fact that we are attorneys admitted to practice law in the State of Illinois. We express no opinion as to any laws, or matters governed by any laws, other than the (i) Federal laws of the United States, (ii) the laws of the State of Illinois (but not including any statutes, ordinances, administrative decisions, rules or regulations of counties, towns, municipalities, and special political subdivisions, or any judicial decisions to the extent that they deal with any of the foregoing) and (iii) for purposes of the opinions expressed in paragraphs 1, 2 and 7 of this letter, the General Corporation Law of the State of Delaware.

C. Our opinion as to the enforceability of the Redevelopment Agreement is limited by:

- (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights and remedies; and
- (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity), including without limitation, good faith, unconscionability, reasonableness and the possible unavailability of specific performance and injunctive relief.

The remedies of specific performance and injunctive and other forms of equitable relief are subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. We express no opinion as to the validity, binding effect or enforceability of (1) provisions relating to waivers, severability, waiver of jury trial or delay or omission of enforcement of rights or remedies, including without limitation provisions that require that all amendments, modifications or waivers be in writing in order to be effective, (2) provisions relating to liquidated damages, (3) any provisions purporting to establish evidentiary standards or to shift evidentiary burdens of proof, (4) any covenants not to compete, and (5) certain other rights, remedies and waivers contained in the Redevelopment Agreement that may be rendered ineffective, unenforceable or limited by applicable law or judicial decision. We express no opinion as to the enforceability of the indemnification provisions of the Redevelopment Agreement insofar as such provisions contravene public policy or might require indemnification or payments to the City of Chicago with respect to any litigation against the Company determined adversely to the City of Chicago, or any loss, cost or expense arising out of the City of Chicago's gross negligence or willful misconduct or any violation by the City of Chicago of statutory duties, general principles of equity or public policy.

- D. Our opinions herein do not address any of the following laws or legal issues:
- (i) federal securities laws and regulations administered by the Securities and Exchange Commission and state "blue sky" laws and regulations;
 - (ii) the antitrust laws of any jurisdiction;
 - (iii) pension and employee benefit laws and regulations (*e.g.*, ERISA);
 - (iv) compliance with fiduciary duty requirements;
 - (v) federal and state environmental laws and regulations;
 - (vi) federal and state tax laws and regulations; and
 - (vii) federal and state labor laws and regulations.

E. The opinions set forth herein are limited to the matters stated herein as of the date hereof and we disavow any obligation to update this opinion or advise you of any change in our opinions in the event of changes in applicable law or facts becoming effective after the date hereof or if additional or newly discovered information is brought to our attention.

This opinion is rendered as of the date first written above solely for the benefit of the City of Chicago in connection with the Redevelopment Agreement, and may not be delivered to, quoted or relied upon by any other person, or for any other purpose, without the prior written consent of the undersigned. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company.

Very truly yours,

HAE/RFW


Exhibit A



1. The Company has committed to issue options to acquire shares of Common Stock as follows:

<u>Name</u>	<u>Number of Shares Underlying</u>
Chang Liu	
Seunghun Hong	
Guy della-Cioppa	
Van Crocker	
Ray Eby	
Fred Villigram	
Mike Nelson	
Alexander Zhitlenok	
Alexander Lipshitz	
Sylvain Cruchon-Dupeyrat	
Jeff Rendlen	
Greg Athas	
Bruce Watson	
Joe Fragala	
Teresa Duenas	
Roger Shile	
Robert Tatman	
Debjyoti Banerjee	
Robert Elghanian	
Linette Demers	
Sandeep Disawal	
Sarah Esler	
Frank Naber	
Jeremy Leckenby	
Bjoern Rosner	
Ken Myszkowski	
Debra Lee	
Nabil Amro	

2. The Company has issued warrants to acquire an aggregate of 200,000 shares of Series A Preferred Stock to Lurie Investment Fund, L.L.C.

3. The Company has issued warrants to acquire shares of Series B Preferred Stock as follows:

<u>Name</u>	<u>Warrants to Purchase Series B Preferred Stock Held</u>
Lurie Investment Fund, L.L.C.	
LFT Partnership	
Eagle Capital Management, LLC	
William T. White	
Laura Mondrowski	
Wasserman Partners	
Sheli Rosenberg	
R. Peter Mirkin	
R Capital II, Ltd.	
C. Scott McIntire	
Mark L. and Susanne M. Landy	
Harry C. Harper	
Richard Wickel	
Adam Mirkin	
Earl Sven Hagen	
Andrew S. Mirkin	
Leonard G. Ginger	
Thomas M. Skirvin	
Bradley J. Clark	
William P. Lowry	

4. Pursuant to the terms of the License Agreement (the "License Agreement"), dated as of December 10, 2002, by and between the Company and Northwestern University, the Company has issued  shares of Common Stock to Northwestern University. In addition, the Company is required to issue up to an additional  shares of Common Stock to Northwestern University in accordance with the terms of the License Agreement.

5. Pursuant to a letter agreement, dated March 1, 2002, among Chad A. Mirkin, Lurie Investment Fund, L.L.C. and Galway Partners, LLC, Chad A. Mirkin is entitled to certain anti-dilution rights described therein.

6. Pursuant to the terms of the Amended and Restated Stockholders Agreement, dated as of December 11, 2002, by and among the Company, Chad A. Mirkin and the Purchasers and Other Stockholders referred to therein, Chad A. Mirkin, each holder of Series A Preferred Stock and each holder of Series B Preferred Stock is entitled to certain preemptive rights described therein.

7. Pursuant to the terms of the Second Amended and Restated Certificate of Incorporation of the Company, as amended by the Certificate of Amendment of the Second Amended and Restated Certificate of Incorporation of the Company (as so amended, the "Second Amended and

Restated Charter”), each holder of Series A Preferred Stock and each holder of Series B Preferred Stock is entitled to certain preemptive and anti-dilution rights described therein.

8. As set forth below, shares of Series A Preferred Stock were previously issued pursuant to an Investment Agreement, dated as of March 1, 2002, by and among the Company and the Purchasers listed therein and shares of Series B Preferred Stock were previously issued pursuant to an Investment Agreement, dated as of December 11, 2002, by and among the Company and the Purchasers listed therein. Each share of Series A Preferred Stock and Series B Preferred Stock is convertible into Common Stock in accordance with the terms of the Second Amended and Restated Charter.

<u>Name</u>	<u>Shares of Series A Preferred Stock Held</u>	<u>Shares of Series B Preferred Stock Held</u>
Galway Partners, LLC	[REDACTED]	[REDACTED]
Lurie Investment Fund, L.L.C.	[REDACTED]	[REDACTED]
LFT Partnership	[REDACTED]	[REDACTED]
Eagle Capital Management, LLC	[REDACTED]	[REDACTED]
William T. White	[REDACTED]	[REDACTED]
Laura Mondrowski	[REDACTED]	[REDACTED]
Wasserman Partners	[REDACTED]	[REDACTED]
Sheli Rosenberg	[REDACTED]	[REDACTED]
R. Peter Mirkin	[REDACTED]	[REDACTED]
R Capital II, Ltd.	[REDACTED]	[REDACTED]
C. Scott McIntire	[REDACTED]	[REDACTED]
Mark L. and Susanne M. Landy	[REDACTED]	[REDACTED]
Harry C. Harper	[REDACTED]	[REDACTED]
Richard Wickel	[REDACTED]	[REDACTED]
Adam Mirkin	[REDACTED]	[REDACTED]
Earl Sven Hagen	[REDACTED]	[REDACTED]
Andrew S. Mirkin	[REDACTED]	[REDACTED]
Leonard G. Ginger	[REDACTED]	[REDACTED]
Thomas M. Skirvin	[REDACTED]	[REDACTED]
Bradley J. Clark	[REDACTED]	[REDACTED]
William P. Lowry	[REDACTED]	[REDACTED]

EXHIBIT K

AFFIDAVIT OF TITLE, COVENANT AND WARRANTY

AFFIDAVIT OF TITLE, COVENANT AND WARRANTY

BY THIS AFFIDAVIT OF TITLE, COVENANT AND WARRANTY (this "Affidavit of Title"), dated _____, 2003, **RANDOLPH ADVENTURES, INC.**, an Illinois corporation (the "Affiant"), being first duly sworn on oath says, covenants with and warrants to the City of Chicago (the "City"), the following to be true and accurate to the best of Affiant's belief, knowledge and understanding:

1. That Affiant has a fee interest in the premises located at 1335 West Randolph Street, Chicago, Illinois 60607 (the "Premises"), as more particularly described in Exhibit 'A' attached hereto and made a part of this Affidavit of Title.

2. That Affiant previously entered into that certain Commercial Lease Agreement for the Premises by and between Affiant and NanoInk, Inc., a Delaware corporation ("NanoInk"), with a commencement date of July 3, 2002.

3. That Affiant has furnished no labor or materials to the Premises within the last four (4) months that is not fully paid for as of the date of this Affidavit of Title.

4. That the title commitment for the Premises issued by Chicago Title Insurance Company (the "Title Commitment"), dated June 4, 2003 is a complete, full and accurate description of the encumbrances to the Premise's title as of the date of this Affidavit of Title.

5. That since the date of the Title Commitment, Affiant has not knowingly done or suffered anything to be done that could result in proceedings being filed by or against Affiant relative to the Premises, is not aware of any judgment or decree being rendered against Affiant relative to the Premises, and is not aware of the existence of any judgment note or other instrument relative to the Premises that can result in a judgment or decree against Affiant being rendered within five (5) days from the date of this Affidavit of Title.

6. That all property taxes and water taxes currently due and owing for the Premises have been paid or are not delinquent in payment.

7. That this Affidavit of Title is made in relation to the City's granting of certain monies to NanoInk for the rehabilitation of the Premises pursuant to that certain NanoInk, Inc. Redevelopment Agreement by and between the City and NanoInk.

[END OF TEXT, SIGNATURE PAGE FOLLOWS]

AFFIANT:

RANDOLPH ADVENTURES, INC.,
an Illinois corporation

By: _____

Printed Name: _____

Title: _____

STATE OF ILLINOIS)
) SS •
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **RANDOLPH ADVENTURES, INC.**, 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 as such _____ he signed, sealed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal on this ____ day of _____, 2003.

Notary Public

My Commission Expires: _____

EXHIBIT 'A'

Legal Description of the Premises

PARCEL 1:

THE WEST 80 FEET OF THE NORTH 35 FEET OF LOT 5 AND THE WEST 80 FEET OF LOT 4 IN BLOCK 5 IN WRIGHT'S ADDITION TO CHICAGO, (EXCEPT THAT PART TAKEN FOR THE WIDENING OF RANDOLPH STREET) ALSO LOTS 1 TO 4 IN CHARLES PALMER'S SUBDIVISION OF A TRACT OF LAND FRONTING 101 FEET ON WEST WASHINGTON STREET AND 180 FEET ON ADA STREET IN WRIGHT'S ADDITION TO CHICAGO, BEING A PART OF BLOCKS 4 AND 5 IN WRIGHT'S ADDITION AFORESAID, ACCORDING TO THE MAP OF SAID ADDITION RECORDED IN BOOK 35, OF MAPS, PAGE 30 ALL IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 5 AND 6 AND 7 IN CHARLES PALMER'S SUBDIVISION OF A TRACT OF LAND FRONTING 101 FEET ON WEST WASHINGTON STREET AND 180 FEET ON ADA STREET IN WRIGHT'S ADDITION TO CHICAGO IN THE EAST ½ OF THE SOUTHWEST ¼ IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1335 West Randolph Street, Chicago, Illinois 60607

PINS:



EXHIBIT L

REQUISITION FORM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____, _____ of NanoInk, Inc., a Delaware corporation (the "Developer"), hereby certifies that with respect to that certain NanoInk, Inc. Redevelopment Agreement between the Developer and the City of Chicago dated July 1, 2003 (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

NanoInk, Inc.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day of _____
_____.

My commission expires: _____

Agreed and accepted:

Name: _____

Title: _____

City of Chicago

Department of Planning and Development

EXHIBIT M

[RESERVED]

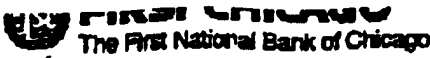
EXHIBIT N

PUBLIC BENEFITS PROGRAM

The Developer shall, commencing during the second year of the Term of the Agreement and continuing through the sixth year of the Term of the Agreement, sponsor at least two, and up to four, internships at the Project for students from high schools of the Board of Education of the City of Chicago (the "Board"). The requirements of the internships, including appropriate compensation for the interning students, will be determined by the Developer and the appropriate representatives of the Board.

EXHIBIT O
[RESERVED]

EXHIBIT P
FORM OF PAYMENT BOND



GLOBAL TRADE SERVICES
MAIL SUITE 0812

CHICAGO, ILLINOIS 60670-0812 U.S.A.

Telex: ITT 4330263 FNBCUI
TEL: (312) 854-1869

Swift Address: FNBCUS44
FAX: (312) 854-1863

IRREVOCABLE STANDBY LETTER OF CREDIT

JUNE 6, 1997

BENEFICIARY:
CITY OF CHICAGO
270 DEPARTMENT OF TRANSPORTATION
SUITE 1100 30 NORTH LASALLE STREET
CHICAGO, IL 60602

AFFLICANT:
GEHRETT PLUMBING, INC.
4739 S. KNOX AVENUE
CHICAGO, IL 60632

GENTLEMEN:

WE HEREBY ISSUE IRREVOCABLE STANDBY LETTER OF CREDIT NO. 00352373 ("CREDIT") IN FAVOR OF THE CITY OF CHICAGO FOR THE ACCOUNT OF GEHRETT PLUMBING, INC. UP TO THE AGGREGATE AMOUNT OF U.S. DOLLARS 5,000.00 (FIVE THOUSAND AND NO/100 U.S. DOLLARS). THIS CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICES AT 300 SOUTH RIVERSIDE PLACE, 7TH. FLOOR, MAIL SUITE 0236, CHICAGO, ILLINOIS 60606, ATTENTION: GLOBAL TRADE SERVICES, AND EXPIRES AT 5:00 PM CHICAGO TIME IN DECEMBER 31, 2000.

FUNDS UNDER THIS CREDIT ARE AVAILABLE TO YOU UNCONDITIONALLY AGAINST YOUR NOTARIZED SIGHT DRAFTS FOR ANY SUM OR SUMS NOT EXCEEDING A TOTAL OF U.S. DOLLARS [REDACTED] DRAWN ON US MENTIONING THE CREDIT BY NUMBER AND SIGNED BY THE COMMISSIONER OF TRANSPORTATION OF THE CITY OF CHICAGO OR THE CITY COMPTROLLER OF THE CITY OF CHICAGO (WHETHER ACTING OR ACTUAL). FUNDS DRAWN UNDER THIS CREDIT SHALL BE PAID IN THE FORM OF A CHECK MADE PAYABLE TO "CITY OF CHICAGO" AND SHALL BE SENT BY OVERNIGHT DELIVERY TO THE CITY OF CHICAGO AT THE ADDRESS LISTED ABOVE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

THIS CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND MAY BE AMENDED ONLY BY A WRITTEN AMENDMENT SIGNED BY US AND BY THE BENEFICIARY. OUR OBLIGATIONS HEREUNDER ARE PRIMARY OBLIGATIONS TO THE CITY OF CHICAGO. WE HEREBY ENGAGE WITH YOU WE WILL HONOR DRAFTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, 1993 REVISION ("UCP") AND TO THE UNIFORM COMMERCIAL CODE-LETTERS OF CREDIT, [REDACTED] ART SEQ., AS AMENDED, AS IN EFFECT IN THE STATE OF ILLINOIS ("UCC") TO THE EXTENT THE PROVISIONS OF THE UCP AND THE UCC CONFLICT, THE PROVISIONS OF THE UCC SHALL CONTROL.

THE FIRST NATIONAL BANK OF CHICAGO

BY: Nicholas Pizzonia Jr. #7536
NICOLAS PIZZONIA JR.

BY: William A. Browne #65
WILLIAM A. BROWNE

TITLE: OPERATIONS OFFICER

TITLE: OPERATIONS OFFICER

ORIGINAL

Form of Payment Bond
Nanotek, Inc
Redevelopment Agreement



GLOBAL TRADE SERVICES
MAIL CODE IL 1-0230

CHICAGO, ILLINOIS 60670-0230 U.S.A.
Telex: ITT 4330253 FNBCUI SWIFT ADDRESS: FNBCUS44
TEL: (312) 954-1900 FAX: (312) 954-1903

Attn: Frank Kennedy

DATE: DECEMBER 18, 2002

AMENDMENT :

MAIL

CITY OF CHICAGO
C/O DEPARTMENT OF TRANSPORTATION
SUITE 1100, 30 NORTH LASALLE ST.
CHICAGO, IL 60602

DRAFTS DRAWN MUST BE MARKED:
[REDACTED]
OPENER'S REFERENCE NO:
[REDACTED]

GENTLEMEN:

WE ARE INSTRUCTED BY :

BEHRETT PLUMBING, INC.
ATTN: FRANK KENNEDY
[REDACTED]

TO AMEND CREDIT [REDACTED] AS ISSUED IN YOUR FAVOR.

THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT.
ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT INCLUDING
PREVIOUS AMENDMENTS REMAIN UNCHANGED.

AMENDED TERMS:

EXPIRATION DATE: DECEMBER 31, 2006

THIS IS AMENDMENT NUMBER SIX.

YOURS VERY TRULY

[Signature]
PREPARER/AUTHORIZED SIGNER
[Signature]
AUTHORIZED SIGNER

[Handwritten mark]



Gehrett Plumbing, Inc.
PIPING CONTRACTORS



4743 S. Knox Ave.
Chicago, IL 60632
Tel: (773) 284-1141
Fax: (773) 284-0361

FACSIMILE TRANSMITTAL COVER SHEET

DATE: March 5, 2003
COMPANY: Interior Alterations, Inc.
TO: Bob McKenna
FROM: Frank Kennedy
RE: NanoInk Street Opening
FAX: 312-454-9864
TIME SENT: 1:45 pm

OF PAGES (INCLUDING THIS PAGE): 4

MESSAGE:
Bob,

Attached is the information we have on the street opening you asked for. The job is complete unless we receive a letter saying there is something wrong. We have not received such a letter. If you have any questions please call me.

Thanks,

Frank

**IF YOU DO NOT RECEIVE ALL PAGES OF THIS TRANSMISSION, PLEASE
CALL 773-284-1141 IMMEDIATELY:**

Permit # 228383903



Received Date: Oct 10, 2002 12:44:58

**GEHRETT PLUMBING COMPANY
4739 SOUTH KNOX
CHICAGO, IL 60632**

**City of Chicago
Department of Transportation
(312) 744-4652**

BRIAN KENNEDY 773-284-1141

ACTIVITY HOURS

Permitted activity hours begin at 9:00 A.M. Permitted activity hours will end at 4:00 P.M. ANY WORK ON ARTERIAL STREETS MUST ADHERE TO ALL RUSH HOUR RESTRICTIONS. 1335 - 1335 W RANDOLPH ST
Street Opening (Curb Lane)

DATES

Oct 10, 2002 through Nov 10, 2002

ACTIVITIES

Street Opening (Curb Lane):

Dig #: TBD

There will be 1 opening(s) in the public way for the purpose: WATER MAIN CONNECTION. 10 Feet x 5 Feet

1335 W RANDOLPH ST

WILL NOT BE WORKING IN THE MEDIAN

Restrictions:

1. Contractor must notify CUAN at 312-744-7000 a minimum of 48 hours prior to excavation unless the excavation date was provided with the application and remains unchanged.
2. Use of pneumatic equipment must not begin before 8 A.M. or continue after 9 P.M.
3. Permittee must provide a sign which identifies the telephone number and company or person performing the work. Signage may be affixed to barricades.
4. A copy of the permit must remain on-site for inspector's review.
5. Work to be performed as per plans and specifications.

2010/02 12:07 1148 1 of 1 0371560676

Restrictions:

- 6. All pavements are to be restored in accordance with CDOT Construction Standards.
- 7. Permanent base pavement restoration to follow within 5 days after the completion of underground work.
- 8. Permit fees must be paid within 24 hours of the date of issuance. Failure to pay will result in the immediate cancellation of the permit. Monthly billing accounts are not applicable.

<u>ACTIVITY</u>	<u>TRANSACTION</u>	<u>AMOUNT</u>	<u>CAPS</u>
Street Opening (Curb Lane)	Fee Pavement Opening	\$ 168.00	300-84-2030-2561
Street Opening (Curb Lane)	Paving Fee	\$ 211.11	648-84-3033-6002
	Total Fees: \$	379.11	
	Grand Total Fees: \$	379.11	

Affected CUAN Sites: 7, 20, 21, 27, 107, 132, 141, 147

END OF PERMIT



Attn: Frank Kennedy

GLOBAL TRADE SERVICES
MAIL CORE IL 1-0236
CHICAGO, ILLINOIS 60670-0236 U.S.A.
Toll Free 1 877 433-2373 **SWIFT ADDRESS: FTBCUS44**
TEL: (312) 954-1900 **FAX: (312) 954-1903**

AMENDMENT :

DATE: DECEMBER 18, 2002

MAIL

CITY OF CHICAGO
C/O DEPARTMENT OF TRANSPORTATION
SUITE 1100, 30 NORTH LASALLE ST.
CHICAGO, IL 60602

DRAFTS DRAWN MUST BE MARKED:
00352373
OPENER'S REFERENCE NO:
00352373

GENTLEMEN:

WE ARE INSTRUCTED BY :

GEHRETT PLUMBING, INC.
ATTN: FRANK KENNEDY
4743 S. KNOX AVENUE
CHICAGO, IL 60632

TO AMEND CREDIT 00352373 AS ISSUED IN YOUR FAVOR.

THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT.
ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT INCLUDING
PREVIOUS AMENDMENTS REMAIN UNCHANGED.

AMENDED TERMS:

EXPIRATION DATE: DECEMBER 31, 2006

THIS IS AMENDMENT NUMBER SIX.

YOURS VERY TRULY

[Signature]
PREPARER/AUTHORIZED SIGNER

[Signature]
AUTHORIZED SIGNER

MM

EXHIBIT Q

CONSENT AND ACKNOWLEDGMENT

CONSENT AND ACKNOWLEDGEMENT

THIS CONSENT AND ACKNOWLEDGEMENT (this "Consent and Acknowledgement") is made as of the _____ day of _____, 2003, by **RANDOLPH ADVENTURES, INC.**, an Illinois corporation ("Owner") and the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), through its Department of Planning and Development.

Preliminary Statements

A. Owner has a fee simple interest in the property located at 1335 West Randolph Street, Chicago, Illinois 60607 (the "Property").

B. Owner entered into that certain Commercial Lease Agreement (the "Lease") with a commencement date of July 3, 2002, as landlord, with NanoInk, Inc. ("NanoInk"), as tenant.

C. Owner is aware that NanoInk is negotiating and intends to enter into that certain "NanoInk, Inc. Redevelopment Agreement By and Between The City of Chicago and NanoInk, Inc.," (the "Redevelopment Agreement") with the City for the purpose of receiving tax-increment financing funds from the City to construct tenant improvements at the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner acknowledges that the execution and delivery of the Redevelopment Agreement by NanoInk, and the performance by NanoInk of its obligations thereunder, do not result in a breach of or default under the Lease.

2. Owner consents to NanoInk's recording of the Redevelopment Agreement, solely however, to the extent that such recording only provides public notice of the existence of the Redevelopment Agreement, and expressly not to the extent that such recordation creates any interest or encumbrance against Owner's fee interest in the Property; nor shall the recording of the Redevelopment Agreement take priority against any existing or after-acquired lien, mortgage or other security interest recorded against the Property.

3. The City acknowledges that by entering into this Consent and Acknowledgement, the Owner hereby consents only to the recording of the Redevelopment Agreement for the purpose of providing public notice of the existence of the Redevelopment Agreement. The City acknowledges that pursuant to Section 8.18 of the Redevelopment Agreement, this Consent and Acknowledgement shall not be construed as an encumbrance against Owner's fee interest in the Property; nor shall the recording of the Redevelopment Agreement take priority against any existing or after-acquired lien, mortgage or other security interest recorded against the Property. The City agrees that no term, condition or provision of the Redevelopment Agreement or any other document or agreement entered into by NanoInk on behalf of the Redevelopment Agreement shall in any way limit the Owner's legal rights to transfer, encumber or convey the Property. The City agrees that it shall in no event attempt to encumber the Property as a result of NanoInk's execution of the Redevelopment Agreement, this Consent and Acknowledgement or any other document arising out of any transactions between NanoInk and the City.

4. The City agrees, at the request of the Owner, to execute any documentation necessary to effectuate the intent of the above Paragraph 4, including, but not limited to any release of this Consent and Acknowledgement upon the expiration or termination of the Redevelopment Agreement.

[END OF TEXT; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Acknowledgement on the day and year first above written.

OWNER:

RANDOLPH ADVENTURES, INC.,
an Illinois corporation

By: _____

Printed Name: _____

Title: _____

Dated: _____

CITY:

THE CITY OF CHICAGO,
an Illinois municipal corporation

By: _____

Printed Name: _____

Title: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **RANDOLPH ADVENTURES, INC.**, 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 as such _____ he signed, sealed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal on this ____ day of _____, 2003.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **THE CITY OF CHICAGO**, an Illinois 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 acknowledged that as such _____ he signed, sealed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal on this ____ day of _____, 2003.

Notary Public

My Commission Expires: _____

2/5/2003

REPORTS OF COMMITTEES

103087

DESIGNATION OF NANO INK, INC. AS PROJECT DEVELOPER
AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR
PROPERTY AT 1335 WEST
RANDOLPH STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 5, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with NanoInk, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva VOCE vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Car-others, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 10, 1998 and published at pages 70367 -- 70499 of the *Journal of the Proceedings of the City Council* (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Kinzie Industrial Conservation Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/ 11-74.4- 1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70499 -- 70509 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70509 -- 70520 of the *Journal* of such date (the "T.I.F. Adoption Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, NanoInk, Inc., a Delaware corporation (the "Company"), has leased a certain building located within the Area at 1335 West Randolph Street, Chicago, Illinois 60607 and shall commence and complete rehabilitation of approximately forty-six thousand four hundred (46,400) square feet of laboratory, mechanical engineering and office space therein (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, to be financed in part by ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago (the "Treasurer") for deposit by the Treasurer into the Kinzie Industrial Conservation Redevelopment Project Area T.I.F. Fund established pursuant to the T.I.F. Adoption Ordinance to pay Area redevelopment project costs (as defined in the Act) and obligations incurred in the payment thereof pursuant to the Plan; and

WHEREAS, Pursuant to Resolution 02-CDC-77 adopted by the Community Development Commission of the City of Chicago (the "Commission") on August 13, 2002, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/ 11-74.4-4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project; and

WHEREAS, Pursuant to Resolution 02-CDC-77, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

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

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

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Nanolnk, Inc. Development Agreement

By And Between

The City Of Chicago

And

Nanolnk, Inc.

This Nanolnk, Inc. Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 200__ (the "Closing Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Nanolnk, Inc., a Delaware corporation (the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on June 10, 1998:

(1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Kinzie Industrial Conservation Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Kinzie Industrial Conservation Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Kinzie Industrial Conservation Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has leased a certain building on certain property located within the Redevelopment Area at 1335 West Randolph Street, Chicago, Illinois 60607 and legally described on Exhibit B hereto (the "Property"), and, within the time **frames** set forth in Section 3.01 hereof, shall commence and complete rehabilitation of an approximately 46,400 square foot laboratory, mechanical engineering and office building thereon. The Property and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." e completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Kinzie Industrial Conservation Area Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D.

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

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

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

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

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

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), substantially in the form of Exhibit F attached hereto.

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

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

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

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

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/1 1-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Kinzie Industrial Conservation Redevelopment Project Area TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

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

"Lease" shall mean that certain Commercial Lease Agreement dated July 3, 2002 between the Developer and the Owner for occupancy by the Developer of the Property.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

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

"Owner" shall mean Randolph Adventures, Inc., an Illinois corporation, the owner of the Property.

"Owner Contribution" shall mean a monetary contribution by the Owner to pay for the costs of the Project in the amount set forth in Section 4.01 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein set forth on Exhibit G hereto.

"Plans and Specifications" shall mean [final] [initial] construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

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

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

"Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

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

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

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

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/1 1-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

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

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM [land title] [urban] survey of the Property dated within 45 days prior to the Closing

Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project and related improvements as required by the City).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including June 10, 2021).

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

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean _____

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, issued by the Title Company.

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Property, the Developer (i) has, pursuant to the Plans and Specifications, commenced construction, and (ii) subject to the provisions of Section 18.17 hereof, shall use all commercially reasonable efforts to complete construction pursuant to the Plans and Specifications and conduct business operations therein no later than [], 2003.

3.02 Plans and Specifications. The Developer has delivered the Plans and Specifications to DPD and DPD hereby approves same. The Developer has previously submitted the Plans and Specifications to the City's Department of Buildings for all applicable building permits and

approvals for the Project. After the Closing Date, subsequent proposed changes to the Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Buildings and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DPD, and DPD hereby approves, a Project Budget showing total costs for the Project in an amount not less than \$5,176,368. The Developer hereby certifies to the City that (a) to the Developer's best understanding as of the Closing Date, the City Funds, together with the Owner Contribution and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders executed after the Closing Date with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders executed after the Closing Date (and documentation substantiating the need and identifying the source of funding for such Change Orders) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage of the Project; (b) a change in the use of the Property to a use other than a laboratory, mechanical engineering and office building; or (c) a forty-five (or greater) day delay in the completion of the Project; or Change Orders costing more than \$50,000 each, to an aggregate amount of \$200,000. After the Closing Date, the Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section). The Developer has provided DPD with copies of all Change Orders executed prior to the Closing Date, and DPD hereby approves same.

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

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Following the issuance of a Certificate of Completion, as provided in Section 7.01 hereof, if requested by DPD, the Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. The Developer's architect shall perform inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder.

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

3.10 Signs and Public Relations. Following the Closing Date, if more than 180 days remain until the estimated completion date of the Project as set forth in Section 3.01 hereof, the Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be **\$5,176,368**, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$2,676,368
Owner Contribution	1,500,000
Estimated City Funds (subject to <u>Section 4.03</u>)	1 ,000,000
ESTIMATED TOTAL	\$5,176,368

4.02 Developer Funds. Equity and/or the Owner Contribution may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$1 ,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of One Million Dollars (**\$1,000,000**) or twenty-four percent (24%) of the actual total Project costs.

(c) [Omitted]

(d) [Omitted]

4.04 Requisition Form. The Developer shall provide DPD with a Requisition Form, along with the documentation described therein, no more than two times during the Term of the Agreement: first, upon the incurrence by the Developer of at least \$500,000 in costs for TIF-Funded Improvements; and, second, upon completion of construction of the Project. After the submission of each Requisition Form, the Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Owner Contribution hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or the Owner Contribution required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) [Omitted]

(c) [Omitted]

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

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

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

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors, architects, engineers, specialty subcontractors, and equipment and material suppliers who have performed work on the Project, **and/or** their payees;

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

(c) the Developer and its Architect have approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

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

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

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

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

(h) The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer, or permit the City to suspend or delay for more than 60 days payment of any disbursement during the period of the City's review of such further documentation. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances and/or this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as follows: (a) if the Developer ceases its operations within the City of Chicago for more than 60 days, and upon written direction by the City to resume operations, the Developer fails to resume such operations within 15 days of the receipt of such direction, as required by Section 8.06(b) hereof, on a date prior to two years after the Closing

Date, then the Developer shall reimburse the City in the amount of 100% of the City Funds; and (b) if the Developer ceases its operations within the City of Chicago for more than 60 days, and upon written direction by the City to resume operations, the Developer fails to resume such operations within 15 days of the receipt of such direction, on a date (the "Cessation Date") between two years - after the Closing Date and five years after the Closing Date (the "Three Year Reimbursement Period"), then the Developer shall reimburse the City in an amount equal to: the amount of the City Funds times a fraction, the numerator of which is the number of days remaining in the Three Year Reimbursement Period as of and including the Cessation Date and the denominator of which is the total number of days in the Three Year Reimbursement Period (accounting for 366-day leap years, if any, during the Three Year Reimbursement Period).

4.09 Sale of the Developer. If, at any time prior to the tenth anniversary of the date of the Closing Date, a Reinvestment Trigger shall occur, then the Developer shall, within twelve months of the date of occurrence of such Reinvestment Trigger, invest an amount equal to not less than 50% of the City Funds (a "Reinvestment") in one or more of the following: (1) a business entity with operations located in the City of Chicago; (2) a fund or other investment vehicle dedicated to providing financing to business entities located within the City of Chicago; or (3) a capital improvement(s) to or fixture(s) for the Developer's operations at the Property or otherwise located within the City of Chicago. The Developer shall give the City notice of the occurrence of a Reinvestment Trigger within 30 days following the occurrence of any such Reinvestment Trigger and shall provide the City with written evidence of the Reinvestment required to be made hereunder promptly following the occurrence thereof. As used herein, the term "Reinvestment Trigger" shall mean (a) a sale or transfer of all or substantially all of the assets of the Developer in any transaction or series of related transactions (other than sales in the ordinary course of business); or (b) any sale or series of sales of shares of the Developer's capital stock by the Developer which results in any person or group of affiliated persons (other than the holders of the Developer's capital stock as of the date of this Agreement) owning capital stock holding a majority of the voting power of the Developer. At any time prior to the tenth anniversary of the date of the Closing Date, the Developer may provide the City with written evidence of Reinvestment by the Developer independent of and unrelated to any Reinvestment Trigger, and thereby, upon written approval by DPD, satisfy the Developer's obligation to make a Reinvestment in the event of a subsequent Reinvestment Trigger.

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and the Owner Contribution in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of the Owner Contribution, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are **sufficient** (along with the Equity set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Title. On the Closing Date, the Developer has furnished the City with, or has caused the Owner to furnish the City with a copy of the Owner's Title Policy for the Property, certified by the Title Company, showing the Owner as the named insured . The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the leasing of the Property, including the Lease, and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name (and the following trade names of the Developer: _____) as follows:

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

Cook County

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

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

5.08 Insurance. The Developer, at its own expense, has insured or has caused the Owner to insure the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 32 hereof evidencing the required coverages to DPD.

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

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

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. The Developer has provided DPD with, or has caused the Owner to provide DPD with copies of that certain phase I environmental audit completed with respect to the Property [and any phase II environmental audit with respect to the Property required by the City.] The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

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

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. By entering into this Agreement, the City acknowledges that the Developer has, prior to the Closing Date, solicited bids from general contractors and subcontractors, and selected contractors most qualified to perform the work and complete the project within the budget and schedule for completion required. The Developer shall not be required to rebid any of the work being performed by existing contractors, except, however, for any contracts not awarded as of the date of this Agreement. In the case of all contracts to be bid after the Closing Date, the Developer shall or shall cause the General Contractor to solicit bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. The Developer has submitted copies of the Construction Contract to DPD. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements have been or shall be provided to DPD as applicable.

6.02 Construction Contract. Prior to the Closing Date, the Developer has delivered to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project.

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

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof to the extent necessary for the Developer to comply with the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof to the extent necessary for the Developer to comply with the afore-mentioned provisions hereof. Photocopies of all contracts or subcontracts entered into following the Closing

Date in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer has, as of the Closing Date, provided DPD with photocopies of all contracts or subcontracts entered into prior to the Closing Date.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligation.

(a) Effect of Issuance of Certificate. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement, except as otherwise provided herein, as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

(b) Continuing Obligation. The covenant specifically described at Section 8.02 as a covenant that runs with the land is the only covenant in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenant set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder, except as otherwise provided herein.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

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

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

(c) the right to seek reimbursement of the City Funds from the Developer.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

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

(a) the Developer is a Delaware corporation organized, validly existing, and qualified to do business in Illinois;

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

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

(d) [omitted];

(e) the Developer is now and shall remain until the fifth anniversary of the Closing Date solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or threatened which would affect the

Developer and would impair its ability to perform under this Agreement;

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

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

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

(j) prior to the receipt by DPD of the Developer's architect's written certification of the substantial completion of the Project (upon which certification the City shall be entitled to rely), the Developer shall not do any of the following without the prior written consent of DPD, which consent shall not be unreasonably withheld: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; (6) enter into a sublease for any portion of the Property or Project (other than approximately 1,500 square feet of the northeast corner of the first floor of the Property and the entire third floor of the Property); or (7) use the Project (other than approximately 4,000 square feet of the first floor of the Property and as provided in Section 8.01(j)(6) hereof) for any purpose other than as laboratory, mechanical engineering and office space for the Developer; provided, however, that if DPD does not in writing either give or withhold its consent to any of the above-enumerated items within ten (10) business days of its receipt of the Developer's written request for such consent, then DPD's consent shall be deemed given;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures

now or hereafter attached thereto, except the Owner Contribution disclosed in the Project Budget; and

(l) the Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-1 56-120 of the Municipal Code of the City;

(m) As of the Closing Date, the Developer is not in default with respect to the Lease.

8.02 Covenant to Redevelop. On and after the Closing Date, the Developer shall continue to redevelop the Property in accordance with this Agreement, including Section 3.01 hereof, and all Exhibits attached hereto, the TIF Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenant set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

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

8.05 [Omitted]

8.06 Job Creation and Retention; Covenant to Remain in the City.

(a) Not less than four (4) full-time equivalent, permanent jobs shall be retained by the Developer at the Project by or before the completion thereof; and the Developer shall use its best efforts to create not less than forty (40) additional full-time equivalent, permanent jobs within five (5) years of completion of the Project.

(b) The Developer hereby covenants and agrees to maintain its operations within the City of Chicago through the fifth anniversary of the Closing Date.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. During the construction of the Project, the Developer shall deliver to the City written monthly progress reports detailing

compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. If any such reports indicate a **shortfall** in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

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

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

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/1 1-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, **official**, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect ownership interest in the Developer or the Property.

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended December 31, 2002 and each December 31 thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as **reasonably** practical following the close of each fiscal year and for

such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any **fine**, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

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

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

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

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent

inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall obtain all consents and signatures from the Owner that are necessary to record and file this Agreement. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Governmental Charges.

(a) Governmental Charges.

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

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

provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

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

(ii) the Developer shall furnish a good and **sufficient** bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the **pendency** of such contest, adequate to pay fully any such contested Governmental Charge and **all** interest and penalties upon the adverse determination of such contest.

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

8.20 [Omitted]

8.2 1 [Omitted]

8.22 **Public Benefits Program.** The Developer shall, beginning [in the second year of the Term of this Agreement], undertake a public benefits program as described on Exhibit N. On a semi-annual basis, the Developer shall provide the City with a status report describing in sufficient detail the **Developer's** compliance with the public benefits program.

8.23 [Omitted]

8.24 **Survival of Covenants.** All warranties, representations, covenants and agreements of

the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete in all material respects at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon

race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the

stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.**

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

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

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program") Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by **MBEs** or **WBEs**:

- i. At least 25 percent by **MBEs**.
- ii. At least 5 percent by **WBEs**.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more **MBEs** or **WBEs** (but only to the extent of the lesser of (i) the MBE or

WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet **all** or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) The Developer shall deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the **General** Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

(g) During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job

creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

10.04 Contracts. *Nothing* in Section 10 of this Agreement shall require the Developer or its General Contractor, contractors, subcontractors, or any other party performing work at or on the project as of the Closing Date to terminate, modify or amend any contract for work at or on the Project or the Property entered into prior to the Closing Date, except to the extent necessary for the Developer to comply with the provisions of Section 10 hereof.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Owner has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

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

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

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

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

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

(iv) Railroad Protective Liability Insurance

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

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

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

[(vii) Valuable Papers Insurance

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

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement

requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

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

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity thereingiven as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

14.02 Inspection Rights. During the first five years of the Term of this Agreement, upon three (3) business days' notice, any authorized representative of DPD shall have access to all portions of the Project and the Property during normal business hours for purposes of determining the Developer's compliance with the terms and conditions hereof, subject to the Developer's right to protect its intellectual property, trade secrets and trade practices, and provided, however, that such access shall not unreasonably interfere with the Developer's business operations.

The City agrees to maintain as confidential, and cause any such authorized representative of DPD to maintain as confidential, any Confidential Information (as defined in Exhibit F hereto) which may be received from the Developer pursuant to the exercise by the City of its rights under this Section 14.02; provided that any such Confidential Information may be disclosed to any person as requested pursuant to or as required by applicable law, regulation or legal process, including but not limited to any federal and/or state freedom of information acts. DPD shall give the Developer prompt written notice of any request or claim for access to any Confidential Information which may be received from the Developer pursuant to the exercise by the City of its rights under this Section 14.02 of which DPD is aware. The Developer may, as a condition to permitting an authorized representative of DPD access to the Project and the Property as required by this Section 14.02, require such representative to sign a non-disclosure agreement, which shall be substantially in the form attached hereto as Exhibit F.

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

(h) the occurrence of an event of default under the applicable documentation regarding the Owner Contribution, if any, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

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

(k) notwithstanding Section 4.09 hereof, prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.010 hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's issued and outstanding shares of stock.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

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

SECTION 16. LIENING OF THE PROJECT

All liens securing moneys owed or other security interests in place as of the date hereof with respect to the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with the Owner Contribution) and are referred to herein as the "Existing Liens." Any security agreement that the Developer may hereafter elect to execute and/or record or permit to be recorded against the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein is referred to herein as a "New Lien". Any New Lien that the Developer may hereafter elect to execute and record or permit to be recorded against the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein, after having given ten (10) days advance written notice to the City of its intent to do so, is referred to herein as a "Permitted Lien." Upon request, the Developer shall provide the City with copies of all documents related to a Permitted Lien. For purposes of this Section 16, "fixtures" shall not include trade fixtures, personal property or equipment. It is hereby agreed by and between the City and the Developer as follows:

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

(b) In the event that any secured party shall succeed to the Developer's interest in the Lease, the Property, the Project or any portion thereof or any fixtures thereon or therein pursuant to the exercise of remedies under an Existing Lien or a Permitted Lien, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such secured party under a Permitted Lien or an Existing Lien does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the

land.

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

SECTION 17. NOTICE

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

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law Finance and Economic Development Division 121 North LaSalle Street, Room 600 Chicago, Illinois 60602
If to the Developer:	NanoInk, Inc. 1335 West Randolph Street Chicago, Illinois 60607
With Copies To:	Jay A. Gitles Seyfarth Shaw 55 East Monroe Street, Suite 4200 Chicago, Illinois 60603
and:	Randolph Adventures, Inc. 1640 West Hubbard Street Chicago, Illinois 60622

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following

deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections

8.19 (Governmental Charges) and **8.24** (Survival of Covenants) hereof, for the Term of the Agreement, except as otherwise provided herein. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

18.17 Force Maieure. Neither the City nor the Developer nor any successor in interest either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

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

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

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

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge, after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

2/5/2003

REPORTS OF COMMITTEES

103133

NANOINK, INC.

By: _____

Its: _____

CITY OF CHICAGO

By: _____

_____,
Commissioner,
Department of Planning and Development

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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

GIVEN under my hand and official seal this ___ day of _____, 200__.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) s s
 COUNTY OF COOK)

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

GIVEN under my hand and official seal this th day of _____, 200__.

 Notary Public

My Commission Expires _____

[(Sub)Exhibits "A", "D", "E", "I", "K", "M", "O" and "P" referred to in this Redevelopment Agreement with NanoInk, Inc. unavailable at time of printing.]

(Sub)Exhibits "B", "C", "F", "G", "H-1", "H-2", "J", "L" and "N" referred to in this Redevelopment Agreement with NanoInk, Inc. read as follows:

(Su b)Exhibit "B".

(To Redevelopment Agreement With NanoInk, Inc.)

Property.

Parcel 1.

The west 80 feet of the north 35 feet of Lot 5 and the west 80 feet of Lot 4 in Block 5 in Wright's Addition to Chicago (except that part taken for the widening of Randolph Street) also Lots 1 to 4 in Charles Palmer's Subdivision of a tract of land fronting 101 feet on West Washington Street and 180 feet on Ada Street in Wright's Addition to Chicago, being a part of Blocks 4 and 5 in Wright's Addition aforesaid, according to the map of said addition recorded in Book 35 of Maps, page 30, all in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Lots 5, 6 and 7 in Charles Palmer's Subdivision of a tract of land fronting 101 feet on West Washington Street and 180 feet on Ada Street in Wright's Addition to Chicago in the east half of the southwest quarter in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "C".

(To Redevelopment Agreement With NanoInk, Inc.)

T.I.F.-Funded Improvements.

Hard Costs

Construction/Build-out
Base BuildingGen. Cond., Demo, Carp.
Overhead and Fee

\$ 321,182

Drywall/Acoustical Ceiling

205,331

Electrical	\$ 474,473
H.V.A.C.	890,825
Plumbing	161,516
Paint	34,519
Steel	61,105
Roof	23,300
Subtotal:	\$2,172,251
Tenant Improvements (Office Space)	
Concrete Sawcutting	\$ 37,500
Concrete	7,282
Millwork	39,105
Ceramic	19,850
Carpet Base	36,520
Glazing	50,052
Subtotal:	\$ 190,309
Tenant Improvements (Laboratory)	
Vented Storage Cabinets	\$ 16,740
Bench Space	188,360
Black epoxy resin work surfaces	64,610
Shelving	41,350
Laminar Flow Hoods (6 feet)	136,358
Chemical Fume Hoods (6 feet)	133,760

Overhead Service Carrier Systems	\$ 36,690
Bench Pipe Enclosures	111,490
Acoustical Paneling	12,000
Subtotal:	\$ 741,358
 TOTAL:	 \$3,103,918

Note: Notwithstanding the above total of T.I.F.-Funded Improvements, the assistance to be provided by the City is limited to an amount not to exceed One Million Dollars (\$1,000,000) or twenty-four percent (24%) of the actual total Project costs.

(Sub)Exhibit "F".

(To Redevelopment Agreement With NanoInk, Inc.)

Non-Disclosure Agreement.

This non-disclosure agreement (this "Agreement") is made as of this _____ day of _____, 20____, by _____, an individual employed by the City of Chicago (the "City"), in favor of NanoInk, Inc., a Delaware corporation ("NanoInk").

Preliminary Statements.

NanoInk and the City have entered into that certain Redevelopment Agreement dated as of _____, 2003 (the "Redevelopment Agreement"), setting forth the terms and conditions of a grant from the City to NanoInk of approximately One Million Dollars (\$1,000,000) in connection with the redevelopment of the property located at 1335 West Randolph Street, Chicago, Illinois. As a condition to the exercise by the City of its inspection rights under Section 14.02 of the Redevelopment Agreement, the undersigned, intending to be legally bound, hereby agrees as follows:

1. Confidential Information.

(a) "Confidential Information" shall mean any information that is nonpublic and confidential or proprietary in nature that is provided by NanoInk to the undersigned, or observed by the undersigned in connection with performance of any inspection pursuant to Section 14.02 of the Redevelopment Agreement, whether in printed, written, electronic, oral or photographic form. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, source code or object code, sales and customer information, processes, NanoInk's business policies or practices, information received from others that NanoInk is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) The undersigned shall keep the Confidential Information confidential and will not (except as required by applicable law, regulation or legal or judicial process, and only after compliance with Section 2(b) below), without NanoInk's prior written consent, disclose any Confidential Information in any manner whatsoever, except that the undersigned may use the Confidential Information in connection with the performance of duties related to the City's exercise of its inspection rights under Section 14.02 of the Redevelopment Agreement.

(c) Except as required by applicable law, regulation, or legal judicial process, the undersigned will not, without the prior written consent of NanoInk, disclose to any person the fact that the Confidential Information has been made available to the undersigned or that the undersigned has inspected any portion of the Confidential Information. In the event that the undersigned is requested pursuant to, or required by, applicable law, regulation or legal or judicial process to disclose any of the Confidential Information or any of the facts or matters described in this Section 2(b), the undersigned shall first notify NanoInk as promptly as practicable so that NanoInk may seek a protective order or other appropriate remedy prior to the undersigned's disclosure of the Confidential Information.

2. Rights And Remedies.

(a) The undersigned shall notify NanoInk immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the undersigned, and will cooperate with NanoInk in every commercially reasonable way to help NanoInk regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

(b) The undersigned acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that NanoInk shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

3. Miscellaneous.

(a) All Confidential Information is and shall remain the sole and exclusive property of NanoInk. By disclosing information to the undersigned, NanoInk does not grant any express or implied ownership right to the undersigned in, to or under such information.

(b) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of NanoInk, its agents, or employees but only by an instrument in writing signed by an authorized officer of NanoInk. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(d) If any term or provision of this Agreement, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provisions had never been contained herein, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

(e) All obligations created by this Agreement shall survive notwithstanding any termination of the undersigned's employment by the City or termination of the Term of the Redevelopment Agreement (as defined therein).

In Witness Whereof, The undersigned has executed this Agreement as of the date first set forth above.

By: _____

Name: _____

Title : _____

Date: _____

(Sub)Exhibit "G".

(To Redevelopment Agreement With NanoInk, Inc.)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer, the Lease or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "H-1".

(To Redevelopment Agreement With NanoInk, Inc.)

Project Budget.

(Preliminary, Subject To Change)

Hard Costs

Construction/Build-out

Base Building

Gen. Cond., Demo, Carp.
Overhead and Fee

\$ 321,182

Drywall/Acoustical Ceiling

205,331

Electrical

474,473

H.V.A.C.

890,825

2/5/2003

REPORTS OF COMMITTEES

103141

Plumbing	\$ 161,516
Paint	34,519
Steel	61,105
Roof	23,300
Subtotal:	\$2,172,251
Tenant Improvements (Office Space)	
Concrete Sawcutting	\$ 37,500
Concrete	7,282
Millwork	39,105
Ceramic	19,850
Carpet/Base	36,520
Glazing	50,052
Subtotal:	\$ 190,309
Tenant Improvements (Laboratory)	
Vented Storage Cabinets	\$ 16,740
Bench Space	188,360
Black epoxy resin work surface	64,610
Shelving	41,350
Laminar Flow Hoods (6 feet)	136,358
Chemical Fume Hoods (6 feet)	133,760
Overhead Service Carrier Systems	36,690

Bench Pipe Enclosures	\$ 111,490
Acoustical Paneling	12,000
Subtotal:	\$ 741,358
Subtotal Hard Costs:	\$3,103,918
Soft costs	
Architectural	\$ 116,000
Subtotal:	\$ 116,000
Subtotal Soft Costs	\$ 116,000
Furniture	\$ 350,000
Laboratory Equipment	\$1,606,450
TOTAL:	\$5,176,368

(Sub)Exhibit "H-2".
 (To Redevelopment Agreement With NanoInk, Inc.)

M.B.E./ W.B.E. Budget.
 (Preliminary, Subject To Change)

Hard Costs

Construction/Build-out Base Building	
Gen. Cond., Demo, Carp. Overhead and Fee	\$ 321,182

2/5/2003

REPORTS OF COMMITTEES

103143

Drywall/Acoustical Ceiling	\$ 205,331
Electrical	474,473
H.V.A.C.	890,825
Plumbing	161,516
Paint	34,519
Steel	61,105
Roof	23,300
Subtotal:	\$2,172,251

**Tenant Improvements
(Office Space)**

Concrete Sawcutting	\$ 37,500
Concrete	7,282
Millwork	39,105
Ceramic	19,850
Carpet/Base	36,520
Glazing	50,052
Subtotal:	\$ 190,309

**Tenant Improvements
(Laboratory)**

Vented Storage Cabinets	\$ 16,740
Bench Space	188,360

Black epoxy resin work surface	\$ 64,610
Shelving	41,350
Laminar Flow Hoods (6 feet)	136,358
Chemical Fume Hoods (6 feet)	133,760
Overhead Service Carrier Systems	36,690
Bench Pipe Enclosures	111,490
Acoustical Paneling	12,000
Subtotal:	\$ 741,358
Subtotal Hard Costs:	\$3,103,918
Soft costs	
Architectural	\$ 116,000
Subtotal:	\$ 116,000
Subtotal Soft Costs:	\$ 116,000
M.B.E./W.B.E. Budget:	\$3,219,918
M.B.E. Dollar Value Requirement (25%)	\$ 804,980
W.B.E. Dollar Value Requirement (5%)	\$ 160,996

2/5/2003

REPORTS OF COMMITTEES

103145

(Su b)Exhibit "J".
(To Redevelopment Agreement With NanoInk, Inc.)

Opinion Of Developer's Counsel.

_____, 200__

The City of Chicago
12 1 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

Re: NanoInk, Inc.

Ladies and Gentlemen:

We have acted as special counsel for NanoInk, Inc., a Delaware corporation (the "Company"), in connection with the preparation, execution and delivery of the Redevelopment Agreement dated as of _____, 200__ (the "Redevelopment Agreement") by and among the Company and the City of Chicago, the lease (as defined in the Redevelopment Agreement) and the construction of certain facilities on the property subject to the lease. This opinion is being delivered pursuant to Section 5.09 of the Redevelopment Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

For purposes of rendering this opinion we have reviewed and examined the Redevelopment Agreement, the lease and such other agreements, documents or instruments as we have deemed necessary in order to render the opinions set forth herein. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, Certificates of Good Standing issued by the Secretary of State of the State of Delaware and the State of Illinois dated _____ and _____, respectively, with respect to the Company, resolutions of the Board of Directors of the Company, and originals or copies, certified to our satisfaction, of certificates of public officials and officers and representatives of the Company with respect to the matters herein set forth, and we have made such other investigations of questions of law and fact as we have deemed necessary or appropriate for the purposes of expressing the opinions set forth herein.

In rendering the opinions expressed below, we have assumed and relied upon the following without independent investigation or verification:

(a) the signatures of all persons signing all agreements, documents or instruments in connection with which this opinion is rendered are genuine;

(b) all agreements, documents and instruments submitted to us as originals or duplicate originals are authentic;

(c) all agreements, documents and instruments submitted to us as copies or facsimiles, whether certified or not, conform to authentic original documents;

(d) all certificates of public officials, all representations and warranties of the Company, and all other certificates, statements, representations and documents with respect to factual matters are accurate, true and correct;

(e) all parties to the agreements, documents or instruments reviewed by us (other than the Company in connection with the Redevelopment Agreement and the lease), have full power and authority to execute, deliver and perform their obligations under such agreements, documents and instruments and under the agreements, documents and instruments required or permitted to be delivered and performed thereunder, and that all such agreements, documents and instruments have been duly authorized by all necessary action, have been duly executed by such parties and are or will be valid and binding obligations of the parties thereto (other than the Company in connection with the Redevelopment Agreement and the Lease) enforceable against such parties in accordance with their terms;

(f) all consents, approvals, waivers, exemptions and authorizations to be obtained by any party (other than the Company) in connection with the consummation of the transactions reflected in or contemplated by the Redevelopment Agreement have been obtained;

(g) the representations and warranties made in the Redevelopment Agreement by the City of Chicago are true and correct;

(h) the City of Chicago has all required authority under applicable laws, rules and regulations to consummate the transactions contemplated by the Redevelopment Agreement and pursue its rights thereunder;

(i) there are no extrinsic agreements or understandings among the parties to the Redevelopment Agreement that would modify the terms of the Redevelopment Agreement or the respective rights or obligations of the parties thereunder; and

(j) there have been no changes since the respective dates of the governmental certificates examined by us which would make untrue or qualify any statement contained therein.

In connection with the opinion expressed in paragraph 5 below, we have examined the Amended and Restated Certificate of Incorporation, the Amended and Restated Bylaws and the Company's minute book in our possession. The Company has represented to us that these records are complete and accurate and constitute all of the Company's documents with respect to the issuance of shares of its capital stock. We have also relied on the Company's representations to us as to the nature of the consideration received for such shares.

Based on the foregoing and subject to the limitations and qualifications expressed herein, we are of the opinion that:

1. The Company is incorporated, existing and in good standing under the laws of the State of Delaware and is authorized to transact business and is in good standing in the State of Illinois.
2. The Company has the requisite corporate power and authority to own or lease its properties, execute and deliver the Redevelopment Agreement and perform the obligations of the Company under the Redevelopment Agreement. The execution and delivery of, and performance by the Company of its obligations under, the Redevelopment Agreement have been duly authorized by all necessary corporate action by the Company.
3. The Redevelopment Agreement has been duly executed and delivered by a duly authorized officer of the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
4. The execution and delivery of the Redevelopment Agreement by the Company, and the performance by the Company of its obligations thereunder, do not (a) violate any provision of the Company's Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws; (b) violate any statutory law or regulation applicable to the Company which violation would reasonably be expected to affect materially and adversely the Company's ability to perform its obligations under the Redevelopment Agreement; (c) to the best of our knowledge, violate any judgment, order, writ, injunction or decree of any court, arbitrator or governmental authority applicable to the Company or its properties; or (d) to the best of our knowledge, result in a breach of, or default or acceleration of maturity under, any written agreement or instrument to which the Company is a party or by which the Company or its properties are bound, which breach, default or acceleration would reasonably be expected to affect materially and adversely the Company's legal ability to perform its obligations under the Redevelopment Agreement or the enforceability or validity of any terms of the Redevelopment Agreement against the Company.

5. To the best of our knowledge, the Company's execution and delivery of, and performance of its obligations set forth in, the Redevelopment Agreement, do not and will not result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of the properties of the Company pursuant to any written agreement or instrument to which the Company is a party or by which its properties are bound.

6. The Company's execution and delivery of, and performance of its obligations set forth in, the Redevelopment Agreement do not require any action by or tiling with any federal or State of Illinois governmental or public authority.

7. As of the date hereof, the authorized capital stock of the Company consists of (a) ten million (10,000,000) shares of Common Stock, Zero and 1/ 100 Dollars (\$0.01) par value per share (the "Common Stock"), and (b) three million two hundred thousand (3,200,000) shares of Series A Convertible Preferred Stock, Zero and 1/ 100 Dollars (SO.0 1) par value per share (the "Preferred Stock"). The _____ shares of Common Stock and the three million (3,000,000) shares of Preferred Stock shown in the stock ledger of the Company as issued and outstanding have been validly issued and are fully paid and non-assessable. To the best of our knowledge, except as disclosed in (Sub)Exhibit A hereto, there are no outstanding options, warrants, agreements or preemptive rights to which the Company is a party or by which it is bound, requiring or providing for the issuance of, and there are no outstanding securities issued by the Company convertible into or exchangeable for, any shares of capital stock of any class of the Company.

8. To the best of our knowledge, there is no litigation, contested claim or governmental proceeding currently pending or threatened in writing which seeks to restrain, enjoin, prevent consummation of, or otherwise challenge the transactions contemplated under the Redevelopment Agreement. We know of no judgments outstanding against the Company which would restrain, enjoin, prevent consummation of, or otherwise challenge, the transactions contemplated under the Redevelopment Agreement.

9. The choice of the laws of the State of Illinois as the governing law of the Redevelopment Agreement should be upheld as a valid choice of law by the courts of the State of Illinois, provided that such choice of law is bonafide (in the sense that it was not made with a view to avoiding the consequences of the law of any other jurisdiction) and provided that such choice of law is not otherwise contrary to any public policy of the State of Illinois.

The opinions set forth herein are subject to the following qualifications:

A. A statement in our opinion that a matter which involves a question of fact is "to our knowledge" or "known to us" refers exclusively to the current actual

knowledge of facts or other information of the attorneys of our firm who have given substantive attention to matters concerning the Company in connection with the transactions which are the subject of this opinion. Except as expressly set forth herein, we have made no independent factual investigation for the purpose of rendering the opinions contained herein and no inference as to our knowledge concerning any facts should be drawn as a result of our limited representation.

B. We call your attention to the fact that we are attorneys admitted to practice law in the State of Illinois. We express no opinion as to any laws, or matters governed by any laws, other than the (i) Federal laws of the United States, (ii) the laws of the State of Illinois (but not including any statutes, ordinances, administrative decisions, rules or regulations of counties, towns, municipalities and special political subdivisions, or any judicial decisions to the extent that they deal with any of the foregoing), and (iii) for purposes of the opinions expressed in paragraphs 1, 2 and 5 of this letter, the General Corporation Law of the State of Delaware.

C. Our opinion as to the enforceability of the Redevelopment Agreement is limited by:

(i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights and remedies; and

(ii) general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity), including without limitation, good faith, unconscionability, reasonableness and the possible unavailability of specific performance and injunctive relief.

The remedies of specific performance and injunctive and other forms of equitable relief are subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. We express no opinion as to the validity, binding effect or enforceability of (1) provisions relating to waivers, severability, waiver of jury trial or delay or omission of enforcement of rights or remedies, including without limitation provisions that require that all amendments, modifications or waivers be in writing in order to be effective, (2) provisions relating to liquidated damages, (3) any provisions purporting to establish evidentiary standards or to shift evidentiary burdens of proof, (4) any covenants not to compete, and (5) certain other rights, remedies and waivers contained in the Redevelopment Agreement that may be rendered ineffective, unenforceable or limited by applicable law or judicial decision. We express no opinion as to the enforceability of the indemnification provisions of the Redevelopment Agreement insofar as such provisions contravene public policy or might require indemnification or payments to the City of Chicago with respect to any litigation against the Company determined adversely to the City of Chicago,

or any loss, cost or expense arising out of the City of Chicago's gross negligence or willful misconduct or any violation by the City of Chicago of statutory duties, general principles of equity or public policy.

D. Our opinions herein do not address any of the following laws or legal issues, except as specifically addressed herein:

- (i) federal securities laws and regulations administered by the Securities and Exchange Commission and state "blue sky" laws and regulations;
- (ii) the antitrust laws of any jurisdiction;
- (iii) pension and employee benefit laws and regulations (e.g., ERISA);
- (iv) compliance with fiduciary duty requirements;
- (v) federal and state environmental laws and regulations;
- (vi) federal and state tax laws and regulations; and
- (vii) federal and state labor laws and regulations.

E. The opinions set forth herein are limited to the matters stated herein as of the date hereof and we disavow any obligation to update this opinion or advise you of any change in our opinions in the event of changes in applicable law or facts becoming effective after the date hereof or if additional or newly discovered information is brought to our attention.

This opinion is rendered as of the date first written above solely for the benefit of the City of Chicago in connection with the Redevelopment Agreement, and may not be delivered to, quoted or relied upon by any other person, or for any other purpose, without the prior written consent of the undersigned. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company.

Very truly yours,

[(Sub)Exhibit "A" referred to in this Opinion of Developer's
Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To Redevelopment Agreement With NanoInk, Inc.)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____ of NanoInk, Inc., a Delaware corporation (the "Developer"), hereby certifies that with respect to that certain NanoInk, Inc. Redevelopment Agreement between the Developer and the City of Chicago dated _____, (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Developer requests reimbursement for the following cost of T.I.F.-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

**FAX TRANSMITTAL FORM
 CITY OF CHICAGO
 DEPARTMENT OF PLANNING AND DEVELOPMENT
 20 N. CLARK SUITE 2800
 CHICAGO, ILLINOIS 60602**

PHONE NUMBER (312) 744-6300

FAX NUMBER (312) 744-7676

DATE: 9-17-03 4 # PAGES (INCL. COVER)

TO: TOM DIERIC

FAX #: 2-0955 PHONE #: _____

FROM: PAT ROBERTS

PHONE #: 4-7307

MESSAGE:

NANOWK, ORDINANCE

SEE SEC. 3

IF THIS FAX IS NOT RECEIVED IN ITS ENTIRETY, PLEASE CONTACT US AS SOON AS POSSIBLE.

2/5/2003

REPORTS OF COMMITTEES

103087

DESIGNATION OF NANO INK, INC. AS PROJECT DEVELOPER
AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR
PROPERTY AT 1335 WEST
RANDOLPH STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 5, 2003.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with NanoInk, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva VOCE vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Car-others, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

103088

JOURNAL--CITY COUNCIL--CHICAGO

2/5/2003

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 10, 1998 and published at pages 70367 -- 70499 of the *Journal of the Proceedings of the City Council* (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Kinzie Industrial Conservation Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/ 11-74.4- 1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70499 -- 70509 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 10, 1998 and published at pages 70509 -- 70520 of the *Journal* of such date (the "T.I.F. Adoption Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, Nanolnk, Inc. a Delaware corporation (the "Company"), has leased a certain building located within the Area at 1335 West Randolph Street, Chicago, Illinois 60607 and shall commence and complete rehabilitation of approximately forty-six thousand four hundred (46,400) square feet of laboratory, mechanical engineering and office space therein (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, to be financed in part by ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago (the "Treasurer") for deposit by the Treasurer into the Kinzie Industrial Conservation Redevelopment Project Area T.I.F. Fund established pursuant to the T.I.F. Adoption Ordinance to pay Area redevelopment project costs (as defined in the Act) and obligations incurred in the payment thereof pursuant to the Plan; and

2/5/2003

REPORTS OF COMMITTEES

103089

WHEREAS, Pursuant to Resolution 02-CDC-77 adopted by the Community Development Commission of the City of Chicago (the "Commission") on August 13, 2002, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/ 11-74.4-4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company for the Project; and

WHEREAS, Pursuant to Resolution 02-CDC-77, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

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

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

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

2/5/2003

REPORTS OF COMMITTEES

103153

(Sub)Exhibit "N".
(To Redevelopment Agreement With NanoInk, Inc.)

Public Benefits Programs.

The Developer shall, commencing during the second (2nd) year of the Term of the Agreement and continuing through the sixth (6th) year of the Term of the Agreement, sponsor at least two (2), and up to four (4) internships at the Project for students from high schools of the Board of Education of the of Chicago (the "Board"). The requirements of the internships, including appropriate compensation for the interning students, will be determined by the Developer and the appropriate representatives of the Board.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, REFUND OF FEES AND WAIVER OF
FEES FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 5, 2003.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred May 29, July 3 1, October 2, 2002 and January 16, 2003, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances, substitute ordinances, orders and substitute order transmitted herewith.
