

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes; and

WHEREAS, the City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, 4300 Roosevelt LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4300 West Roosevelt Road, Chicago, Illinois 60624, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, the Applicant intends to construct an approximately 363,520 square foot industrial facility, consisting of an approximately 181,760 square foot building with 27 dock spaces on the northern portion of the Subject Property and an approximately 181,760 square foot building with 27 dock spaces on the southern portion of the Subject Property; and

WHEREAS, the redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, it is intended that the Applicant will use the Subject Property for industrial purposes; and

WHEREAS, the Applicant has filed an eligibility application for a Class 6b tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, the Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)), (ii) the City of Chicago Enterprise Zone No. 1 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1 et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended) and (iii) the Roosevelt/Cicero Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class 6b classification or renewal of a Class 6b classification is eligible pursuant to the County Ordinance; and

WHEREAS, the County Ordinance requires that, in connection with the filing of a Class 6b eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6b classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6b classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6b classification by the Assessor; and

WHEREAS, the intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, notwithstanding the Class 6b classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1: The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2: The City hereby determines that the incentive provided by the Class 6b classification is necessary for the development to occur on the Subject Property.

SECTION 3: The City supports and consents to the Class 6b classification by the Assessor with respect to the Subject Property.

SECTION 4: The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5: The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6b eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6: The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B 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 7: This ordinance shall be effective immediately upon its passage and approval.

EXHIBIT A

[Legal Description to be revised before closing the Redevelopment Agreement to delete parcels that are not part of the industrial facility]

Legal Description of Subject Property:

TRACT A:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF COLORADO AVENUE; ON THE EAST BY THE WEST LINE OF THE LAND OF THE WEYMAN-BURTON COMPANY (DESCRIBED IN THE WARRANTY DEED FROM SPAULDING AND MERRICK TO SAID WEYMAN-BURTON COMPANY DATED APRIL 3, 1913, AND FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, MAY 22, 1913, AS DOCUMENT 5191089 AND RECORDED IN BOOK 12346 OF RECORDS, PAGE 452, AND IN BOOK 122 OF PLATS, PAGE 11); ON THE SOUTH BY THE NORTH LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY'S RIGHT OF WAY AND ON THE WEST BY THE EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY SOUTH 44TH AVENUE) AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF COLORADO AVENUE WITH EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY SOUTH 44TH AVENUE), RUNNING THENCE EASTERLY ALONG SOUTHERLY LINE OF COLORADO AVENUE 206.69 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE LAND OF WEYMAN-BURTON COMPANY (DESCRIBED IN A WARRANTY DEED FROM SPAULDING AND MERRICK TO SAID WEYMAN-BURTON COMPANY DATED APRIL 13, 1913, AND FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 22, 1913, AS DOCUMENT 5191089 AND RECORDED IN BOOK 12346 OF RECORDS, PAGE 452, AND IN BOOK 122 OF PLATS AT PAGE 11); THENCE SOUTH ALONG THE WEST LINE OF THE LAND OF THE WEYMAN-BURTON COMPANY 657.6 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY'S RIGHT OF WAY; THENCE WEST ALONG SAID NORTH LINE 195.6 FEET, MORE OR LESS, TO THE EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY 44TH AVENUE); THENCE NORTH ALONG SAID EAST LINE 588.83 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 15, TOWNSHIP 39, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 5TH AVENUE (FORMERLY SOUTH 43RD AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 5TH AVENUE TO A POINT OF INTERSECTION WITH A LINE WHICH IS

155 FEET 6 INCHES WEST OF AND AT RIGHT ANGLES TO THE WEST LINE OF SAID KILDARE AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 420.52 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE 107.72 FEET TO THE CENTER OF A 24 INCH BRICK WALL EXTENDED NORTH; THENCE SOUTH PARALLEL TO SAID WEST LINE OF SOUTH KILDARE AVENUE AND THROUGH THE CENTER OF A 24 INCH BRICK WALL 327.77 FEET MORE OR LESS TO THE NORTH LINE OF THE BALTIMORE, OHIO AND CHICAGO TERMINAL RAILWAY COMPANY RIGHT OF WAY; THENCE WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 152.31 FEET; THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SOUTH KILDARE AVENUE A DISTANCE OF 657.45 FEET MORE OR LESS TO THE SOUTH LINE OF 5TH AVENUE A DISTANCE OF 274.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 5TH AVENUE (FORMERLY COLORADO AVENUE); AND THE WEST LINE OF SOUTH KILDARE AVENUE (FORMERLY SOUTH 43RD AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 5TH AVENUE TO A POINT OF INTERSECTION WITH A LINE WHICH IS 155 FEET 6 INCHES WEST OF AND AT RIGHT ANGLES TO THE WEST LINE OF SAID KILDARE AVENUE; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 420.52 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE 107.72 FEET TO THE CENTER OF A 24 INCH BRICK WALL EXTENDED NORTH; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.77 FEET MORE OR LESS TO THE NORTH LINE OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILWAY COMPANY RIGHT OF WAY; THENCE EAST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.22 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 803.68 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

PARCEL A:

PARCEL 1:

LOT 9 (EXCEPT THE SOUTH 6 INCHES THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 AND THE SOUTH 6 INCHES OF LOT 9 AND ALL OF LOT 11 ALL IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 12 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 13 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL B:

PARCEL 1:

LOT 2 IN THE SUBDIVISION OF LOT 2 AND THE WEST 1 1/4 ACRES OF LOT 1 OF LYMAN E. DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES, SOUTH OF BARRY POINT ROAD OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART LYING BETWEEN THE WEST LINE OF SOUTH 43RD AVENUE (NOW KNOWN AS KILDARE AVE) AND THE EAST LINE OF SOUTH 44TH (NOW KNOWN AS KOSTNER AVE) AVENUE, OF A STRIP OF LAND 100 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF FORMER CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, THROUGH SAID SECTION 15, SAID CENTER LINE ENTERING SAID SECTION AT A POINT IN THE EAST LINE THEREOF 3.22 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 82 DEGREES 42 MINUTES WEST TO THE WEST LINE THEREOF.

(EXCEPTING FROM BOTH OF THE ABOVE DESCRIBED PROPERTIES THE FOLLOWING TWO TRACTS:

(A) THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF AND SOUTHEAST OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY OF THE AFORESAID CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, 408.5037 FEET (MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) NORTHWESTERLY OF THE WEST LINE OF SAID SOUTH 43RD AVENUE, SAID POINT BEING 8.5 FEET EAST OF MEASURED AT RIGHT ANGLES TO, THE WEST LINE EXTENDED OF LOT 5 IN AFORESAID LYMAN E. DE WOLF'S SUBDIVISION; RUNNING THENCE NORTH PARALLEL TO SAID WEST LINE EXTENDED 24.80 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND

TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 329.93 FEET; A DISTANCE OF 322.40 FEET TO A POINT 4.5 FEET WEST OF THE WEST LINE OF LOT 1 IN SAID DE WOLF'S SUBDIVISION, THENCE CONTINUING NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 461.11 FEET, A DISTANCE OF 47.76 FEET; THENCE CONTINUING NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 288 FEET, A DISTANCE OF 10 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2 IN THE SUBDIVISION OF LOT 2, AND THE WEST 1 1/4 ACRES OF LOT 1 OF AFORESAID DE WOLF'S SUBDIVISION, SAID POINT BEING 253.55 FEET, MORE OR LESS, NORTH OF THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 WITH THE NORTHERLY RIGHT OF WAY OF THE ABANDONED CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE AFORESAID; IN COOK COUNTY, ILLINOIS;

(B) ALSO EXCEPTING THAT PART OF LOT 2 AFORESAID, FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 32 OF CADY'S SUBDIVISION OF LOT 3 IN LYMAN DE WOLF'S SUBDIVISION HEREIN BEFORE DESCRIBED, SAID POINT BEING 10 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED ON MAY 23, 1911, AND 173.85 FEET EAST OF A POINT IN THE EAST LINE OF SOUTH 44TH AVENUE, WHICH LAST MENTIONED POINT IS 688.72 FEET SOUTH OF THE INTERSECTION OF THE EAST LINE OF SOUTH 44TH AVENUE WITH THE SOUTHERLY LINE OF COLORADO AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF SAID LOT 32, A DISTANCE OF 21.58 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF SAID LOT 32; THENCE EAST ALONG A LINE PARALLEL WITH AND 31.58 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED MAY 23, 1911, A DISTANCE OF 228.41 FEET TO A POINT; THENCE NORTH A DISTANCE OF 21.58 FEET TO A POINT WHICH IS 96.42 FEET SOUTH OF THE CENTER LINE OF VACATED WEST TAYLOR STREET AND 10 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED ON MAY 23, 1911; THENCE WEST A DISTANCE OF 228.41 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 33, 34, 35, 36, 37, 38 AND 39 IN CADY'S SUBDIVISION OF LOT 3 IN DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VACATED CLARENCE STREET WHICH LIES SOUTH OF AND ADJOINING LOTS 26 TO 32 INCLUSIVE, IN CADY'S SUBDIVISION OF LOT 3, IN LYMAN

E. DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN LOT 2 IN LYMAN E. DE WOLF'S SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 4 (EXCEPT THE SOUTH 1 FOOT THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 AND THE SOUTH 1 FOOT OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES 12TH STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 IN LYMAN E. DEWOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 7 AND THE NORTH 5 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 8 (EXCEPT THE NORTH 5 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 3 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 2 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 17 TO 24, BOTH INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOTS 14, 15 AND 16 IN THE RESUBDIVISION OF LOTS 1 TO 16, BOTH INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING SOUTH OF LOTS 14, 15 AND 16 AFORESAID AND LYING NORTH OF LOTS 17, 18 AND 19 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL D:

LOTS 1, 2 AND 3 IN WEINBERG'S SUBDIVISION OF THE SOUTH 166.0 FEET OF THE EAST 1.26 CHAINS OF THE WEST 6.0 CHAINS OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR A PUBLIC STREET), IN COOK COUNTY, ILLINOIS.

PARCEL E:

BLOCK A IN DRYDEN RUBBER COMPANY CONSOLIDATION OF SUNDRY TRACTS OF LAND IN LYMAN DE WOLF'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

ALL THAT PART OF WEST GRENSHAW STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2, 3 AND 8, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 8, LYING NORTH OF THE NORTH LINE OF LOTS 9, 14, 15 AND 16, LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 TO THE NORTHWEST CORNER OF LOT 14, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 8 TO THE

NORTHWEST CORNER OF LOT 9 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 16 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

ALSO

ALL OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 3, LYING EAST OF THE EAST LINE OF LOTS 4 TO 8, BOTH INCLUSIVE, LYING SOUTH AND SOUTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 3 TO THE NORTHEAST CORNER OF LOT 4 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 8 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID,

ALSO

ALL OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 9 TO 13, BOTH INCLUSIVE, LYING WEST OF THE WEST LINE OF LOT 14, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 9 TO THE NORTHWEST CORNER OF LOT 14 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 TO THE SOUTHWEST CORNER OF LOT 14 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, ALSO ALL OF THE REMAINING EAST/WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE SOUTHWEST CORNER OF LOT 14 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, LYING NORTH OF THE NORTH LINE OF LOTS 20 TO 24, BOTH INCLUSIVE, ALSO BEING COINCIDENT WITH THE SOUTH LINE OF THE EAST/WEST 16 FOOT PUBLIC ALLEY, BEING DESCRIBED AS A LINE 16 FEET SOUTH OF AND PARALLEL WITH SAID LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE SOUTHWEST CORNER OF LOT 14 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE NORTHWEST CORNER OF LOT 24 IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID AND LYING WEST OF THE WEST LINE OF THE VACATED EAST/WEST 16 FOOT ALLEY, VACATED BY ORDINANCE APPROVED FEBRUARY 28, 1946 BY THE CITY COUNCIL OF THE CITY OF CHICAGO AND I RECORDED APRIL 15, 1946 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13767865,

ALSO,

ALL OF THE NORTHWESTERLY/SOUTHEASTERLY 20 FOOT PUBLIC ALLEY LYING SOUTH AND SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 33 TO 39,

BOTH INCLUSIVE, LYING NORTH AND NORTHEASTERLY OF A LINE 20 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOTS 33 TO 39, BOTH INCLUSIVE (AS MEASURED PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF LOTS 33 TO 39, BOTH INCLUSIVE), LYING WEST AND NORTHWESTERLY OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 33 AND LYING EAST AND SOUTHEASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 39 IN CADY'S SUBDIVISION OF LOT 3 OF DEWOLF'S SUBDIVISION OF THE WEST 27 ACRES OF THE SOUTHEAST QUARTER AFOREMENTIONED, SAID PART OF PUBLIC STREET,, PUBLIC ALLEYS AND PART OF PUBLIC ALLEY HEREIN VACATED BEING FURTHER DESCRIBED AS WEST GRENSHAW STREET LYING BETWEEN THE EAST LINE OF SOUTH KOSTNER AVENUE AND A LINE 198.0 FEET, MORE OR LESS, EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KOSTNER AVENUE, TOGETHER WITH ALL OF THE REMAINING PUBLIC ALLEYS IN THE AREA BOUNDED BY SOUTH KOSTNER AVENUE, A LINE 198.0 FEET, MORE OR LESS, EAST OF THE PARALLEL WITH THE EAST LINE OF SOUTH KOSTNER AVENUE, THE ABANDONED RIGHT-OF-WAY OF THE CHICAGO, ST. CHARLES AND MISSISSIPPI AIRLINE RAILROAD AND WEST ROOSEVELT ROAD AND ALL OF THE NORTHWESTERLY/SOUTHEASTERLY 20 FOOT PUBLIC ALLEY RUNNING SOUTHEASTERLY FROM THE EAST LINE OF SOUTH KOSTNER AVENUE FOR A DISTANCE OF 171.50 FEET, MORE OR LESS, AS MEASURED ALONG THE NORTHEASTERLY LINE OF SAID 20 FOOT PUBLIC ALLEY LYING BETWEEN WEST GRENSHAW STREET AND VACATED WEST FILLMORE STREET.

THE ABOVE PARCELS, TAKEN AS A SINGLE TRACT, ARE ALSO KNOWN AS THE FOLLOWING:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS BOUNDED ON THE WEST BY THE EAST LINE OF S. KOSTNER AVENUE, ON THE NORTH BY THE BALTIMORE & OHIO CHICAGO TERMINAL RAILROAD COMPANY, ON THE EAST BY THE WEST LINE OF S. KILDARE AVENUE AND ON THE SOUTH BY THE NORTH LINE OF W. ROOSEVELT ROAD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF S. KOSTNER AVENUE WITH THE NORTH LINE OF W. ROOSEVELT ROAD; RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF S. KOSTNER AVENUE, 787.63 FEET TO THE SOUTHWEST CORNER OF LOT 26 IN CADY'S SUBDIVISION OF LOT 3 IN DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES LYING SOUTH OF BARRY POINT ROAD OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 26 TO 32, BOTH INCLUSIVE, IN CADY'S SUBDIVISION, AFORESAID, 173.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 2 IN THE SUBDIVISION OF LOT 2 AND THE WEST 1 1/4 ACRES OF LOT 1 OF LYMAN E. DE WOLF'S SUBDIVISION AFORESAID, 21.58 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 26 MINUTES 09 SECONDS EAST ALONG A LINE THAT IS 21.58 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID

LOT 2, A DISTANCE OF 228.39 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF LOT 49 IN L.W. STONE'S SUBDIVISION OF PART OF LOT 1 OF DE WOLF'S SUBDIVISION, AFORESAID, 85.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 4.48 FEET TO A POINT 90.00 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE NORTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG A LINE 90.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 41 TO 49, BOTH INCLUSIVE, IN L.W. STONE'S SUBDIVISION, AFORESAID, (SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF RAILROAD) A DISTANCE OF 209.13 FEET TO A POINT ON THE WEST LINE OF S. KILDARE AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE OF S. KILDARE AVENUE, A DISTANCE OF 791.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF W. ROOSEVELT ROAD; THENCE NORTH 89 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE OF W. ROOSEVELT ROAD, A DISTANCE OF 611.20 FEET TO ITS INTERSECTION WITH THE EAST LINE OF S. KOSTNER AVENUE, AFORESAID, AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Numbers (PINS) for the Subject Property:

16-15-415-001-0000
16-15-415-002-0000
16-15-415-003-0000
16-15-415-012-0000
16-15-415-013-0000
16-15-415-014-0000
16-15-415-015-0000
16-15-415-016-0000
16-15-415-017-0000
16-15-415-018-0000
16-15-415-019-0000
16-15-415-020-0000
16-15-415-021-0000
16-15-415-022-0000
16-15-425-001-0000
16-15-425-002-0000
16-15-425-003-0000
16-15-425-004-0000
16-15-425-005-0000
16-15-425-012-0000
16-15-425-013-0000
16-15-425-014-0000
16-15-425-015-0000
16-15-425-016-0000
16-15-425-017-0000

EXHIBIT B

REDEVELOPMENT AGREEMENT

(see attached)

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

**TAX INCENTIVE CLASSIFICATION REDEVELOPMENT AGREEMENT
(4300 Roosevelt LLC)**

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2025
Developer (preamble)	4300 Roosevelt LLC, an Illinois limited liability company
Project (3.01)	To construct an approximately 363,520 square foot industrial facility, consisting of an approximately 181,760 square foot building with 27 dock spaces on the northern portion of the Property (as defined below) and an approximately 181,760 square foot building with 27 dock spaces on the southern portion of the Property.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	Within 2 years of Ordinance Date
Completion Date (3.01)	Within 2 years of Commencement Date
Facility (3.04)	The approximately 363,520 square foot industrial complex located on the Property
Minimum Project Investment (3.04)	\$71,337,706.00, see Project Budget
Certificate Deadline (5.03)	Within 2 years after Completion Date
Notice Addresses (12.14)	If to the Developer: 4300 Roosevelt LLC, CRG, 35 East Wacker Drive, Chicago, Illinois 60601, Attention: Susan Bergdoll If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

4300 Roosevelt LLC,
An Illinois limited liability company

By: _____
Name:
Title:

CITY OF CHICAGO

By: _____
Ciere Boatright, 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 _____ (the "Representative"), personally known to me to be the
[manager] of 4300 Roosevelt LLC, an Illinois limited liability company ("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 the Representative signed, sealed, and delivered said
instrument, pursuant to the authority given to the Representative by Developer, as the Representative's
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 _____, 2025.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner 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 ____ day of _____, 2025.

Notary Public

My Commission Expires _____

(SEAL)

SECTION 1. 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. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"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.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean one or more tenants that enter into leases with the Developer and whose proposed use is authorized under the terms of Industrial Planned Development No. 1352.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

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

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection

therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with copies of leases with Tenants evidencing that said Tenants have leased the Property for a minimum term extending through the end of the Compliance Period.

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

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the 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 Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 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 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) 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 Developer is a party or by which Developer is bound;

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (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 Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 125 full-time equivalent (minimum of 35 hours per week), temporary construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 250 full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 250 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. 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 or any consultant hired by the City or 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 Developer's business, the Property or the Facility.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes

pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 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 in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

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

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

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. 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 and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, 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;

(e) 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;

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which 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 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.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which 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 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, 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 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

10.04 Lender Notice and Cure Right. If an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing Lender Financing at the Notice addresses in the table headed "Project Information," and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee and, ultimately a successor developer, succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties 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 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 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.

12.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

12.04 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.

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 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.

12.08 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.

12.09 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.

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12.11 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.

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

12.13 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, civil unrest which may render the Property or surrounding area unsafe, pandemic, 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.

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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), 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), 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.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[Legal Description to be revised before closing of the Redevelopment Agreement to delete parcels that are not part of the industrial facility]

Exhibit A

Property

Legal Description:

TRACT A:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF COLORADO AVENUE; ON THE EAST BY THE WEST LINE OF THE LAND OF THE WEYMAN-BURTON COMPANY (DESCRIBED IN THE WARRANTY DEED FROM SPAULDING AND MERRICK TO SAID WEYMAN-BURTON COMPANY DATED APRIL 3, 1913, AND FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, MAY 22, 1913, AS DOCUMENT 5191089 AND RECORDED IN BOOK 12346 OF RECORDS, PAGE 452, AND IN BOOK 122 OF PLATS, PAGE 11); ON THE SOUTH BY THE NORTH LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY'S RIGHT OF WAY AND ON THE WEST BY THE EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY SOUTH 44TH AVENUE) AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF COLORADO AVENUE WITH EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY SOUTH 44TH AVENUE), RUNNING THENCE EASTERLY ALONG SOUTHERLY LINE OF COLORADO AVENUE 206.69 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE LAND OF WEYMAN-BURTON COMPANY (DESCRIBED IN A WARRANTY DEED FROM SPAULDING AND MERRICK TO SAID WEYMAN-BURTON COMPANY DATED APRIL 13, 1913, AND FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 22, 1913, AS DOCUMENT 5191089 AND RECORDED IN BOOK 12346 OF RECORDS, PAGE 452, AND IN BOOK 122 OF PLATS AT PAGE 11); THENCE SOUTH ALONG THE WEST LINE OF THE LAND OF THE WEYMAN-BURTON COMPANY 657.6 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY'S RIGHT OF WAY; THENCE WEST ALONG SAID NORTH LINE 195.6 FEET, MORE OR LESS, TO THE EAST LINE OF SOUTH KOSTNER AVENUE (FORMERLY 44TH AVENUE); THENCE NORTH ALONG SAID EAST LINE 588.83 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 15, TOWNSHIP 39, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 5TH AVENUE (FORMERLY SOUTH 43RD AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 5TH AVENUE TO A POINT OF INTERSECTION WITH A LINE WHICH IS 155 FEET 6 INCHES WEST OF AND AT RIGHT ANGLES TO THE WEST LINE OF SAID KILDARE AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 420.52 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE 107.72 FEET TO THE CENTER OF A 24 INCH BRICK WALL EXTENDED NORTH; THENCE SOUTH PARALLEL TO SAID WEST LINE OF SOUTH KILDARE AVENUE AND THROUGH THE CENTER OF A 24 INCH BRICK WALL 327.77 FEET MORE OR LESS TO THE NORTH LINE OF THE BALTIMORE, OHIO AND CHICAGO TERMINAL RAILWAY COMPANY RIGHT OF WAY; THENCE WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 152.31 FEET; THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SOUTH KILDARE AVENUE A DISTANCE OF 657.45 FEET MORE OR LESS TO THE SOUTH LINE OF 5TH AVENUE A DISTANCE OF 274.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 5TH AVENUE (FORMERLY COLORADO AVENUE); AND THE WEST LINE OF SOUTH KILDARE AVENUE (FORMERLY SOUTH 43RD AVENUE); THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 5TH AVENUE TO A POINT OF INTERSECTION WITH A LINE WHICH IS 155 FEET 6 INCHES WEST OF AND AT RIGHT ANGLES TO THE WEST LINE OF SAID KILDARE AVENUE; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 420.52 FEET; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO LAST DESCRIBED LINE 107.72 FEET TO THE CENTER OF A 24 INCH BRICK WALL EXTENDED NORTH; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 327.77 FEET MORE OR LESS TO THE NORTH LINE OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILWAY COMPANY RIGHT OF WAY; THENCE EAST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.22 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTH KILDARE AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KILDARE AVENUE A DISTANCE OF 803.68 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

PARCEL A:

PARCEL 1:

LOT 9 (EXCEPT THE SOUTH 6 INCHES THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE

THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 AND THE SOUTH 6 INCHES OF LOT 9 AND ALL OF LOT 11 ALL IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 12 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 13 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL B:

PARCEL 1:

LOT 2 IN THE SUBDIVISION OF LOT 2 AND THE WEST 1 1/4 ACRES OF LOT 1 OF LYMAN E. DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES, SOUTH OF BARRY POINT ROAD OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART LYING BETWEEN THE WEST LINE OF SOUTH 43RD AVENUE (NOW KNOWN AS KILDARE AVE) AND THE EAST LINE OF SOUTH 44TH (NOW KNOWN AS KOSTNER AVE) AVENUE, OF A STRIP OF LAND 100 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF FORMER CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, THROUGH SAID SECTION 15, SAID CENTER LINE ENTERING SAID SECTION AT A POINT IN THE EAST LINE THEREOF 3.22 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 82 DEGREES 42 MINUTES WEST TO THE WEST LINE THEREOF.

(EXCEPTING FROM BOTH OF THE ABOVE DESCRIBED PROPERTIES THE FOLLOWING TWO TRACTS:

(A) THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF AND SOUTHEAST OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY OF THE AFORESAID CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, 408.5037 FEET (MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) NORTHWESTERLY OF THE WEST LINE OF SAID SOUTH 43RD AVENUE, SAID POINT BEING 8.5 FEET EAST OF MEASURED AT RIGHT ANGLES TO, THE WEST LINE EXTENDED OF LOT 5 IN AFORESAID LYMAN E. DE WOLF'S SUBDIVISION;

RUNNING THENCE NORTH PARALLEL TO SAID WEST LINE EXTENDED 24.80 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 329.93 FEET; A DISTANCE OF 322.40 FEET TO A POINT 4.5 FEET WEST OF THE WEST LINE OF LOT 1 IN SAID DE WOLF'S SUBDIVISION, THENCE CONTINUING NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 461.11 FEET, A DISTANCE OF 47.76 FEET; THENCE CONTINUING NORTHEASTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST AND TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 288 FEET, A DISTANCE OF 10 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2 IN THE SUBDIVISION OF LOT 2, AND THE WEST 1 1/4 ACRES OF LOT 1 OF AFORESAID DE WOLF'S SUBDIVISION, SAID POINT BEING 253.55 FEET, MORE OR LESS, NORTH OF THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 WITH THE NORTHERLY RIGHT OF WAY OF THE ABANDONED CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE AFORESAID; IN COOK COUNTY, ILLINOIS;

(B) ALSO EXCEPTING THAT PART OF LOT 2 AFORESAID, FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 32 OF CADY'S SUBDIVISION OF LOT 3 IN LYMAN DE WOLF'S SUBDIVISION HEREIN BEFORE DESCRIBED, SAID POINT BEING 10 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED ON MAY 23, 1911, AND 173.85 FEET EAST OF A POINT IN THE EAST LINE OF SOUTH 44TH AVENUE, WHICH LAST MENTIONED POINT IS 688.72 FEET SOUTH OF THE INTERSECTION OF THE EAST LINE OF SOUTH 44TH AVENUE WITH THE SOUTHERLY LINE OF COLORADO AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF SAID LOT 32, A DISTANCE OF 21.58 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF SAID LOT 32; THENCE EAST ALONG A LINE PARALLEL WITH AND 31.58 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED MAY 23, 1911, A DISTANCE OF 228.41 FEET TO A POINT; THENCE NORTH A DISTANCE OF 21.58 FEET TO A POINT WHICH IS 96.42 FEET SOUTH OF THE CENTER LINE OF VACATED WEST TAYLOR STREET AND 10 FEET SOUTH OF THE CENTER LINE OF THE EAST OR INBOUND MAIN TRACK OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, AS THE SAME EXISTED ON MAY 23, 1911; THENCE WEST A DISTANCE OF 228.41 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 33, 34, 35, 36, 37, 38 AND 39 IN CADY'S SUBDIVISION OF LOT 3 IN DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VACATED CLARENCE STREET WHICH LIES SOUTH OF AND ADJOINING LOTS 26 TO 32 INCLUSIVE, IN CADY'S SUBDIVISION OF LOT 3, IN LYMAN E. DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN LOT 2 IN LYMAN E. DE WOLF'S SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 4 (EXCEPT THE SOUTH 1 FOOT THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 AND THE SOUTH 1 FOOT OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES 12TH STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 IN LYMAN E. DEWOLF'S SUBDIVISION OF THE WEST 27 ACRES (SOUTH OF BARRY POINT ROAD) OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 7 AND THE NORTH 5 FEET OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 TO 16 IN CONKLIN AND AMES 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 8 (EXCEPT THE NORTH 5 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 3 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION

15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 2 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 16 INCLUSIVE IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 17 TO 24, BOTH INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOTS 14, 15 AND 16 IN THE RESUBDIVISION OF LOTS 1 TO 16, BOTH INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING SOUTH OF LOTS 14, 15 AND 16 AFORESAID AND LYING NORTH OF LOTS 17, 18 AND 19 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL D:

LOTS 1, 2 AND 3 IN WEINBERG'S SUBDIVISION OF THE SOUTH 166.0 FEET OF THE EAST 1.26 CHAINS OF THE WEST 6.0 CHAINS OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR A PUBLIC STREET), IN COOK COUNTY, ILLINOIS.

PARCEL E:

BLOCK A IN DRYDEN RUBBER COMPANY CONSOLIDATION OF SUNDRY TRACTS OF LAND IN LYMAN DE WOLF'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

ALL THAT PART OF WEST GRENSHAW STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2, 3 AND 8, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 8, LYING NORTH OF THE NORTH LINE OF LOTS 9, 14, 15 AND 16, LYING NORTH OF A LINE DRAWN FROM THE

SOUTHWEST CORNER OF LOT 9 TO THE NORTHWEST CORNER OF LOT 14, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 8 TO THE NORTHWEST CORNER OF LOT 9 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 16 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

ALSO

ALL OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 3, LYING EAST OF THE EAST LINE OF LOTS 4 TO 8, BOTH INCLUSIVE, LYING SOUTH AND SOUTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 3 TO THE NORTHEAST CORNER OF LOT 4 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 8 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID,

ALSO

ALL OF THE NORTH/SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 9 TO 13, BOTH INCLUSIVE, LYING WEST OF THE WEST LINE OF LOT 14, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 9 TO THE NORTHWEST CORNER OF LOT 14 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 TO THE SOUTHWEST CORNER OF LOT 14 ALL IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, ALSO ALL OF THE REMAINING EAST/WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE SOUTHWEST CORNER OF LOT 14 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID, LYING NORTH OF THE NORTH LINE OF LOTS 20 TO 24, BOTH INCLUSIVE, ALSO BEING COINCIDENT WITH THE SOUTH LINE OF THE EAST/WEST 16 FOOT PUBLIC ALLEY, BEING DESCRIBED AS A LINE 16 FEET SOUTH OF AND PARALLEL WITH SAID LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 13 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE SOUTHWEST CORNER OF LOT 14 IN RESUBDIVISION OF LOTS 1 TO 16, INCLUSIVE, IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID TO THE NORTHWEST CORNER OF LOT 24 IN CONKLIN AND AMES' 12TH STREET ADDITION AFORESAID AND LYING WEST OF THE WEST LINE OF THE VACATED EAST/WEST 16 FOOT ALLEY, VACATED BY ORDINANCE APPROVED FEBRUARY 28, 1946 BY THE CITY COUNCIL OF THE CITY OF CHICAGO AND I RECORDED APRIL 15, 1946 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13767865,

ALSO,

ALL OF THE NORTHWESTERLY/SOUTHEASTERLY 20 FOOT PUBLIC ALLEY LYING SOUTH AND SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 33 TO 39, BOTH INCLUSIVE, LYING NORTH AND NORTHEASTERLY OF A LINE 20 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOTS 33 TO 39, BOTH INCLUSIVE (AS MEASURED PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF LOTS 33 TO 39, BOTH INCLUSIVE), LYING WEST AND NORTHWESTERLY OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 33 AND LYING EAST AND SOUTHEASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 39 IN CADY'S SUBDIVISION OF LOT 3 OF DEWOLF'S SUBDIVISION OF THE WEST 27 ACRES OF THE SOUTHEAST QUARTER AFOREMENTIONED, SAID PART OF PUBLIC STREET,, PUBLIC ALLEYS AND PART OF PUBLIC ALLEY HEREIN VACATED BEING FURTHER DESCRIBED AS WEST GRENSHAW STREET LYING BETWEEN THE EAST LINE OF SOUTH KOSTNER AVENUE AND A LINE 198.0 FEET, MORE OR LESS, EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH KOSTNER AVENUE, TOGETHER WITH ALL OF THE REMAINING PUBLIC ALLEYS IN THE AREA BOUNDED BY SOUTH KOSTNER AVENUE, A LINE 198.0 FEET, MORE OR LESS, EAST OF THE PARALLEL WITH THE EAST LINE OF SOUTH KOSTNER AVENUE, THE ABANDONED RIGHT-OF-WAY OF THE CHICAGO, ST. CHARLES AND MISSISSIPPI AIRLINE RAILROAD AND WEST ROOSEVELT ROAD AND ALL OF THE NORTHWESTERLY/SOUTHEASTERLY 20 FOOT PUBLIC ALLEY RUNNING SOUTHEASTERLY FROM THE EAST LINE OF SOUTH KOSTNER AVENUE FOR A DISTANCE OF 171.50 FEET, MORE OR LESS, AS MEASURED ALONG THE NORTHEASTERLY LINE OF SAID 20 FOOT PUBLIC ALLEY LYING BETWEEN WEST GRENSHAW STREET AND VACATED WEST FILLMORE STREET.

THE ABOVE PARCELS, TAKEN AS A SINGLE TRACT, ARE ALSO KNOWN AS THE FOLLOWING:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS BOUNDED ON THE WEST BY THE EAST LINE OF S. KOSTNER AVENUE, ON THE NORTH BY THE BALTIMORE & OHIO CHICAGO TERMINAL RAILROAD COMPANY, ON THE EAST BY THE WEST LINE OF S. KILDARE AVENUE AND ON THE SOUTH BY THE NORTH LINE OF W. ROOSEVELT ROAD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF S. KOSTNER AVENUE WITH THE NORTH LINE OF W. ROOSEVELT ROAD; RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF S. KOSTNER AVENUE, 787.63 FEET TO THE SOUTHWEST CORNER OF LOT 26 IN CADY'S SUBDIVISION OF LOT 3 IN DE WOLF'S SUBDIVISION OF THE WEST 27 ACRES LYING SOUTH OF BARRY POINT ROAD OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 26 TO 32, BOTH INCLUSIVE, IN CADY'S SUBDIVISION, AFORESAID, 173.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 2 IN THE SUBDIVISION OF LOT 2 AND THE WEST 1 1/4 ACRES OF LOT 1 OF LYMAN E. DE WOLF'S SUBDIVISION AFORESAID, 21.58 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 26 MINUTES 09 SECONDS EAST ALONG A

LINE THAT IS 21.58 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 228.39 FEET TO A POINT IN THE EAST LINE OF SAID LOT 2, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF LOT 49 IN L.W. STONE'S SUBDIVISION OF PART OF LOT 1 OF DE WOLF'S SUBDIVISION, AFORESAID, 85.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 49; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 4.48 FEET TO A POINT 90.00 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE NORTH 88 DEGREES 11 MINUTES 23 SECONDS EAST ALONG A LINE 90.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 41 TO 49, BOTH INCLUSIVE, IN L.W. STONE'S SUBDIVISION, AFORESAID, (SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF RAILROAD) A DISTANCE OF 209.13 FEET TO A POINT ON THE WEST LINE OF S. KILDARE AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE OF S. KILDARE AVENUE, A DISTANCE OF 791.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF W. ROOSEVELT ROAD; THENCE NORTH 89 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE OF W. ROOSEVELT ROAD, A DISTANCE OF 611.20 FEET TO ITS INTERSECTION WITH THE EAST LINE OF S. KOSTNER AVENUE, AFORESAID, AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 4304 and 4356 West Roosevelt Road,
1153 South Kostner Avenue and 4363 West 5th Avenue
Chicago, Illinois 60624

Permanent Index Numbers ("PINs"):

16-15-415-001-0000
16-15-415-002-0000
16-15-415-003-0000
16-15-415-012-0000
16-15-415-013-0000
16-15-415-014-0000
16-15-415-015-0000
16-15-415-016-0000
16-15-415-017-0000
16-15-415-018-0000
16-15-415-019-0000
16-15-415-020-0000
16-15-415-021-0000
16-15-415-022-0000
16-15-425-001-0000
16-15-425-002-0000
16-15-425-003-0000
16-15-425-004-0000

16-15-425-005-0000
16-15-425-012-0000
16-15-425-013-0000
16-15-425-014-0000
16-15-425-015-0000
16-15-425-016-0000
16-15-425-017-0000

Exhibit B

MBE/WBE Budget

Minimum Project Investment	\$71,337,706
Hard Construction Cost	\$51,579,013
M/WBE Targets	
MBE	\$13,375,855 (26%)
WBE	\$3,086,736 (6%)
TOTAL M/WBE BUDGET:	\$16,505,283

Exhibit C

Insurance Requirements

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

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.

Coverage must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, 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.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

AUTOMOBILE LIABILITY (PRIMARY AND UMBRELLA)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Exhibit D
Annual Compliance Report

4300 ROOSEVELT LLC
Agreement Dated as of [INSERT DATE]
[INSERT YEAR] Annual Compliance Report

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202_:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) – Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) – Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) – Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09)
- Provide evidence of payment of Non-Governmental Charges (Section 6.13)
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.
- The Property is [INSERT PERCENTAGE] occupied.
- The Project has [INSERT NUMBER] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

- (d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;
- Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

4300 ROOSEVELT LLC

[INSERT DATE]

Exhibit E

Construction Compliance

AGREEMENTS WITH CONTRACTORS

1. **Bid Requirement for General Contractor and Subcontractors.** Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.
2. **Construction Contract.** Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.
3. **Performance and Payment Bonds.** Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.
4. **Employment Profile.** Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.
5. **Other Provisions.** In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), Exhibit E. Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

CONSTRUCTION HIRING REQUIREMENTS

1. **Employment Opportunity.** The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:
 - (a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation,

military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the 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 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 Paragraph, 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 paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. 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 Prevailing Wage.

3. City Resident Construction Worker Employment Requirement. 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.

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

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

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

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

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.

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

Good faith efforts on the part of the Developer, 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 Paragraph concerning the worker hours performed by actual Chicago residents.

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

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

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

4. 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 paragraph 4., during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as Exhibit B (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 26 percent by MBEs
- And
- ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment 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 paragraph 4. 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) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE commitment. Such report 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 the Redevelopment 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 paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. 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.

EXHIBIT B

REDEVELOPMENT AGREEMENT

(see attached)

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

**TAX INCENTIVE CLASSIFICATION REDEVELOPMENT AGREEMENT
(4300 Roosevelt LLC)**

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2025
Developer (preamble)	4300 Roosevelt LLC, an Illinois limited liability company
Project (3.01)	To construct an approximately 363,520 square foot industrial facility, consisting of an approximately 181,760 square foot building with 27 dock spaces on the northern portion of the Property (as defined below) and an approximately 181,760 square foot building with 27 dock spaces on the southern portion of the Property.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	Within 2 years of Ordinance Date
Completion Date (3.01)	Within 2 years of Commencement Date
Facility (3.04)	The approximately 363,520 square foot industrial complex located on the Property
Minimum Project Investment (3.04)	\$71,337,706.00, see Project Budget
Certificate Deadline (5.03)	Within 2 years after Completion Date
Notice Addresses (12.14)	If to the Developer: 4300 Roosevelt LLC, CRG, 35 East Wacker Drive, Chicago, Illinois 60601, Attention: Susan Bergdoll If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

4300 Roosevelt LLC,
An Illinois limited liability company

By: _____
Name:
Title:

CITY OF CHICAGO

By: _____
Cierra Boatright, 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 _____ (the "Representative"), personally known to me to be the
[manager] of 4300 Roosevelt LLC, an Illinois limited liability company ("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 the Representative signed, sealed, and delivered said
instrument, pursuant to the authority given to the Representative by Developer, as the Representative's
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 _____, 2025.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner 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 ____ day of _____, 2025.

Notary Public

My Commission Expires _____

(SEAL)

SECTION 1. 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. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"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.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean one or more tenants that enter into leases with the Developer and whose proposed use is authorized under the terms of Industrial Planned Development No. 1352.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

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

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection

therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with copies of leases with Tenants evidencing that said Tenants have leased the Property for a minimum term extending through the end of the Compliance Period.

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

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the 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 Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 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 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) 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 Developer is a party or by which Developer is bound;

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (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 Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 125 full-time equivalent (minimum of 35 hours per week), temporary construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 250 full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 250 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. 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 or any consultant hired by the City or 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 Developer's business, the Property or the Facility.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes

pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 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 in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

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

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

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. 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 and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;
- (b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, 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;
- (e) 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;
- (f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or
- (g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which 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 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.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which 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 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, 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 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

10.04 Lender Notice and Cure Right. If an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing Lender Financing at the Notice addresses in the table headed "Project Information," and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee and, ultimately a successor developer, succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties 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 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 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.

12.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

12.04 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.

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 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.

12.08 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.

12.09 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.

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12.11 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.

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

12.13 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, civil unrest which may render the Property or surrounding area unsafe, pandemic, 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.

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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), 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), 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.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

5-20N



OFFICE OF THE MAYOR
CITY OF CHICAGO

BRANDON JOHNSON
MAYOR

May 21, 2025

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing favorable tax incentive classifications to specified properties located within the City.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "BJ", followed by a horizontal line.

Mayor



ALDERMAN, 36TH WARD
6560 WEST FULLERTON AVENUE
UNIT # C11B - SUITE A
CHICAGO, ILLINOIS 60707
WARD36@CITYOFCHICAGO.ORG
(773) 745-4836

GILBERT VILLEGAS
CITY COUNCIL
CITY OF CHICAGO

COUNCIL CHAMBER
CITY HALL - 2ND FLOOR
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602

COMMITTEE CHAIRMAN
ECONOMIC, CAPITAL & TECHNOLOGY DEVELOPMENT

COMMITTEE MEMBERSHIPS
ZONING, LANDMARKS & BUILDING STANDARDS

BUDGET & GOVERNMENT OPERATIONS

CONTRACTING OVERSIGHT & EQUITY

LICENSE & CONSUMER PROTECTION

HOUSING & REAL ESTATE

COMMITTEES & RULES

FINANCE

June 12th, 2025

To the President and Members of the City Council:

Your Committee on Economic, Capital, and Technology Development, for which a meeting was held on June 12th, 2025, recommends passage of the following item:

O2025-0017591 Support of Class 6(b) tax incentive for property generally at 4300 W Roosevelt Road an accompanying redevelopment agreement.

Introduction Date: 5/21/25

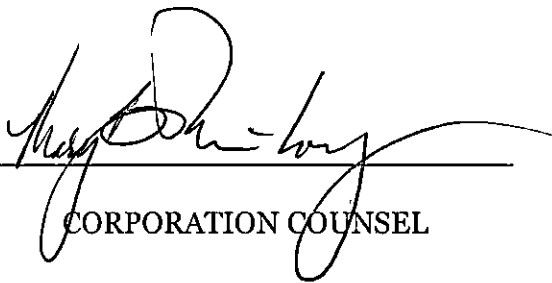
Sponsor: Mayor Brandon Johnson

A recommendation of ***Do Pass*** was concurred in a voice vote of all committee members present, with no dissenting votes.

Respectfully Submitted,

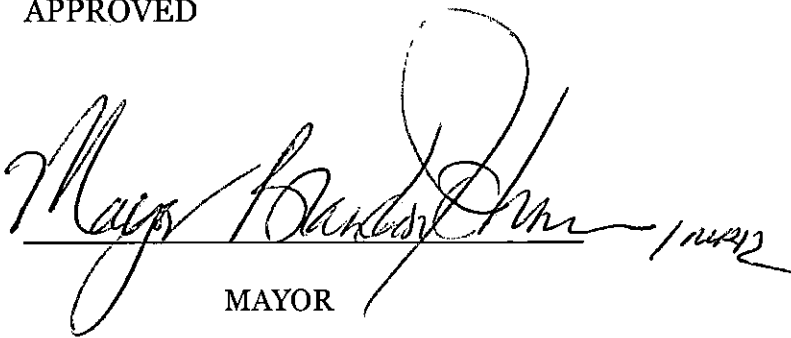
Gilbert Villegas, Chairman
Committee on Economic, Capital, and Technology Development

APPROVED


CORPORATION COUNSEL

DATED: June 25, 2025

APPROVED


MAYOR

DATED: 6-25-25