

## **CERTIFICATE OF COMPLETION**

**PURSUANT TO** Section 7.01 of the CareerBuilder Amended and Restated Redevelopment Agreement (the "Agreement") dated as of December 30, 2008, by and between the City of Chicago, an Illinois municipal corporation (the "City"), and CareerBuilder LLC, a Delaware corporation, (the "Developer"), by and through its Department of Planning and Development hereby certifies as follows:

- (i) Substantial Completion of the rehabilitation of the Facility (as defined in the Agreement) occupied by Developer and located on the property legally described on Exhibit A hereto, in accordance with the terms of the Agreement;
- (ii) the total cost for relocating the Headquarters to the Developer's Facility and for rehabilitating, building out, setting up, and moving into the Developer's Facility having equaled or exceeded \$11,656,114;
- (iii) issuance of Certificate of Occupancy for the Facility or other evidence of substantial completion of the Rehabilitation Project reasonably satisfactory to DPD (including architect's certificates);
- (iv) the establishment of Headquarters operations of the Developer (which may include any subsidiaries) in the Developer's Facility in accordance with the terms of this Agreement;
- (v) Developer having met or exceeded the MBE, WBE, prevailing wage and City residency requirements of the Agreement;
- (vi) the employment of at least 600 Full-Time Employees at the Developer's Facility and

980 in the City of Chicago shown to the satisfaction of DPD (including Developer's filing of a Jobs Certificate), as set forth in Section 8.06 of the Agreement;

(vii) Developer's incurrence of sufficient TIF-Eligible Improvements to meet or exceed the disbursement of City Funds contemplated by this Agreement (i.e., \$2,500,000);

(viii) cancelled checks and lien waivers, or the General Contractors' sworn statement and final lien waiver and invoice, for all amounts referenced in subsections (i), (v) and (vii) above;

(ix) Developer has provided documentation which DPD, acting in its sole and reasonable discretion, believes is evidence that Developer is in the process of promptly pursuing approval for basic LEED certification for corporate interiors; and

(x) Developer has contributed the full amount of the Public Benefits contribution.

All executory terms and conditions of the Agreement and all representations and covenants contained therein remain in force and effect. The issuance of this Certificate of Completion shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

**IN WITNESS WHEREOF**, the City has caused this Certificate of Completion to be executed this 30th day of December, 2008.

**CITY OF CHICAGO**

By: \_\_\_\_\_

Eileen Figel

First Deputy Commissioner

Department of Planning and Development

STATE OF ILLINOIS)  
  ) ss  
COUNTY OF COOK )

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

GIVEN under my hand and official seal this 30 day of Dec. 2008.

Yolanda Quesada  
Notary Public

My Commission Expires Aug. 17, 2009

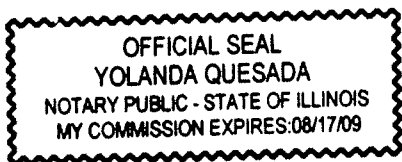


EXHIBIT A

Legal Description of the Property

[see attached]