

## Contract Summary Sheet

**Contract (PO) Number:** 15262

**Specification Number:** 59225

**Name of Contractor:** W9 MLM REAL ESTATE LP

**City Department:** PLANNING & DEVELOPMENT

**Title of Contract:** Redevelopment Agreement: Diversey/Narragansett TIF District

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

\$26,500,000.00

**PO Start Date:** 1/30/2004

**PO End Date:** 12/31/2027

**Brief Description of Work:** Redevelopment Agreement: Diversey/Narragansett TIF District

**Procurement Services Contact Person:** THOMAS DZIEDZIC

**Vendor Number:** 50802021

**Submission Date:** JUL 30 2007

DESIGNATION OF **W9/MLM** REAL ESTATE LIMITED PARTNERSHIP  
AS PROJECT DEVELOPER, AUTHORIZATION FOR EXECUTION  
OF REDEVELOPMENT AGREEMENT AND ISSUANCE OF  
TAX INCREMENT ALLOCATION REVENUE NOTE  
FOR PROPERTY AT 6465 WEST  
DIVERSEY AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 4, 2003.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement and the issuance of two City of Chicago Tax Increment Allocation Revenue Notes for the benefit of **W9/WLM** Real Estate Limited Partnership, amount of Series A Note not to exceed **\$19,500,000**, amount of Series B Note not to exceed **\$7,000,000**, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva **VOCE** vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman*

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

**Yeas** -- Aldermen Flores, Haithcock, **Tillman**, **Preckwinkle**, Hairston, Lyle, Beavers, Stroger, **Beale**, Pope, **Balcer**, **Cárdenas**, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, **Rugai**, Troutman, Brookins, **Muñoz**, Zalewski, Chandler, **Solis**, **Ocasio**, E. Smith, Carothers, Reboyras, **Suarez**, Matlak, Mell, Austin, Colon, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, **Natarus**, Daley, **Tunney**, **Levar**, Shiller, **Schulter**, M. Smith, Stone -- 48.

Nays -- None,

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 5, 2003, a certain redevelopment plan and project (the "Redevelopment Plan") for the **Diversey/Narragansett** T.I.F. Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/ 11-74.4- 1, et seq. (2000 State Bar Edition), as amended (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 2003, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 5, 2003, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, **W9/MLM** Real Estate Limited Partnership, a Delaware limited partnership ("Developer") presently owns and operates the eight hundred **seventy-eight** thousand three hundred thirty-eight (878,338) square foot Brickyard Retail Center located at 6465 West Diversey Avenue, Chicago, Illinois, 60607 (the "Property"). Developer plans to completely demolish all structures on the Property and regrade the Property so it will be more accessible to vehicular **traffic** from adjacent streets. Developer plans to construct an approximately live hundred seventy-five thousand (575,000) square foot retail center that will include approximately two thousand three hundred six (2,306) parking spaces. The new retail center will incorporate modern layout and design features favored by today's successful retailers. The demolition, regrading and new construction work is collectively defined as the "Project"; and

WHEREAS, The Developer has proposed to undertake the Project in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, to be financed in part by the issuance of notes (as defined below); and

WHEREAS, Pursuant to Resolution 03-CDC-04 adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 14, 2003, the Commission recommended that the Developer be designated

as the Developer for the Project, and authorized the City's Department of Planning and Development ("D.P.D.") to negotiate, execute and deliver a redevelopment agreement with the Developer for the Project; and

WHEREAS, In consideration of redevelopment project costs for the Project incurred or to be incurred by or on behalf of the Developer, the City agrees to issue, and the Developer agrees to acquire, according to certain terms and conditions, the notes (as defined below) as a tax increment revenue obligations; and

WHEREAS, The City will receive no cash proceeds in exchange for the notes (as defined below) to be issued pursuant to this ordinance; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/ 11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "W9/MLM Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the W9/MLM Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the W9/MLM Redevelopment Agreement and supporting documents.

SECTION 4. The City Council hereby **finds** that the City is authorized to issue its tax increment allocation revenue obligations in an aggregate amount not to exceed Twenty-six Million Five Hundred Thousand Dollars (**\$26,500,000**) for the purpose of paying a portion of the eligible costs included within the Project.

SECTION 5. There shall be borrowed for and on behalf of the City an aggregate amount not to exceed Twenty-six Million Five Hundred Thousand Dollars (**\$26,500,000**) for the payment of a portion of the eligible costs included within the Project and the notes of the City shall be issued up to said amount and shall be designated:

a. Tax Increment Allocation Revenue Note (W9/MLM Real Estate Limited Partnership Redevelopment Project), Series A, Registered Number R-1 for a principal amount not to exceed Nineteen Million Five Hundred Thousand Dollars (**\$19,500,000**) (the "Redevelopment Note"), and



b. Tax Increment Allocation Revenue Note (W9/MLM Real Estate Limited Partnership Redevelopment Project) Taxable Series B, Registered Number R-1 for a principal amount not to exceed Seven Million Dollars (\$7,000,000) (the "Project Note").

The Redevelopment Note and the Project Note are also referred to herein each as a "Note", and collectively as the "Notes". The Notes shall be dated the date of delivery thereof, and shall **also** bear the date of authentication, shall be in fully registered form, **shall** be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein.

The Redevelopment Note shall bear interest at the rate as calculated in the W9/MLM Redevelopment Agreement but not to exceed eight and seventy-five hundredths percent (8.75%) per annum computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on the Redevelopment Note shall not be subject to federal income taxes.

The Notes shall be subject to such terms as are set forth in the W9/MLM Redevelopment Agreement and this ordinance, subject to such changes and additions as are set forth in a Bond Order of the City executed by the Comptroller and tiled with the City Clerk at the time of issuance of each Note. The provisions of the respective Bond Orders shall be subject to the parameters set forth in the W9/MLM Redevelopment Agreement and this ordinance.

The Project Note shall bear interest at the rate as calculated in the W9/MLM Redevelopment Agreement but not to exceed nine and seventy-five hundredths percent (9.75%) per annum computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. Interest on the Project Note shall be subject to federal income taxes.

The principal of and interest on each Note shall be paid by check or draft of the Comptroller of the City, as registrar and paying agent (the "Registrar") (or, at the City's sole election, by wire transfer of funds), payable in lawful money of the United States of America to the person in whose name such Note is registered at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the applicable payment date; provided, that the **final** installment of the principal and accrued but unpaid interest of such Note shall be payable in lawful money of the United States of America at the principal **office** of the Registrar or as otherwise directed by the City.

The seal of the City shall be **affixed** to or a facsimile thereof printed on each Note, and each Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any such Note shall

cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for such Note, and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration of the Notes (to the extent such transfer is permitted under the W9/MLM Redevelopment Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the Notes. The Registrar shall maintain a list of the names and addresses of the registered owner(s) from time to time of each Note and upon transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor. The City is authorized to prepare, and the Registrar shall keep custody of, multiple Note blanks executed by the City for use in the transfer of the Notes.

Upon surrender for transfer of any Note authorized under this ordinance at the principal office of the Registrar, duly endorsed by, or accompanied by: (i) a written instrument or instruments of transfer in form satisfactory to the Registrar; (ii) an investment representation in form satisfactory to the City and duly executed by the registered owner or his attorney duly authorized in writing; (iii) the written consent of the City evidenced by the signature of the Commissioner (or his or her designee) on the instrument of transfer, and (iv) any deliveries required under this ordinance, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees, a new fully registered Note of the same maturity, of authorized denomination, for a like aggregate principal amount. The execution by the City of a fully registered Note shall constitute full and due authorization of such Note and the Registrar shall thereby be authorized to authenticate, date and deliver the Note, provided, however, that the principal amount of the Note authenticated by the Registrar shall not exceed the authorized principal amount of the Note less previous retirements. The Registrar shall not be required to transfer or exchange any Note during the period beginning at the close of business on the fifteenth ( 15<sup>th</sup>) day of the month immediately prior to the maturity date of the Note nor to transfer or exchange the Note after notice calling the Note for redemption has been made, nor during a period of five (5) days next preceding mailing of a notice for redemption of principal of the Notes. No beneficial interests in the Notes shall be assigned, except in accordance with the procedures for transferring the Notes described above.

The person or entity in whose name a Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the Notes shall be made only to the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the Notes, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Notes.

SECTION 7. The principal of the Notes shall be subject to determination, reduction and prepayment as provided in the form of the Notes attached to the W9/MLM Redevelopment Agreement as (Sub)Exhibit M- 1 and (Sub)Exhibit M-2, and as provided in the W9/MLM Redevelopment Agreement, including without limitation, with respect to the Project Note, Sections 4.03, 4.05 and 15.21, thereof. As directed by the Commissioner, the Registrar shall proceed with redemptions without further notice or direction from the City.

SECTION 8. The Redevelopment Note shall be prepared in substantially the form attached hereto as Exhibit B. The Project Note shall be prepared in substantially the form attached hereto as Exhibit C.

SECTION 9. pursuant to the W9/MLM Redevelopment Agreement, the Developer has agreed to perform construction and redevelopment work on the property necessary for the project. The eligible costs of such construction and redevelopment up to the amount not to exceed Twenty-six Million Five Hundred Thousand Dollars (\$26,500,000) shall be deemed to be a disbursement of the proceeds of the respective Notes, and the outstanding principal amount of a Note shall be increased by the amount of such advance. The principal amount outstanding of a Note shall be the amount of principal indicated in such Note on its date of issuance, or the sum of advances made pursuant to a form of certificate of expenditure (the "Certificate of Expenditure") executed by the Commissioner (or his or her designee) and authenticated by the Registrar, in accordance with the W9/MLM Redevelopment Agreement, minus any principal amount paid on such Note and other reductions in principal as provided in the W9/MLM Redevelopment Agreement. A Certificate of Expenditure shall not be valid or obligatory under this ordinance unless or until authenticated by the Registrar by manual signature. The City shall not execute Certificates of Expenditure that total in excess of Twenty-six Million Five Hundred Thousand Dollars (\$26,500,000). Upon execution of a Certificate of Expenditure, the Registrar shall promptly send the Certificate of Expenditure to the Registered Owner and retain a copy with the Register. The Certificate of Expenditure for the Redevelopment Note shall be in substantially the form attached hereto as Exhibit D. The Certificate of Expenditure for the Project Note shall be substantially in the form attached hereto as Exhibit E.

SECTION 10. The Registrar shall note on the payment schedule attached to each Note the amount of any payment of principal or interest on such Note, including the amount of any redemption, and the amount of any reduction in principal pursuant to the **W9/MLM** Redevelopment Agreement.

SECTION 11. The Notes hereby authorized shall be executed as provided in this ordinance and the **W9/MLM** Redevelopment Agreement and thereupon be deposited with the Commissioner, and by said Commissioner delivered to the Developer.

SECTION 12. (a) Special Tax Allocation Fund. Pursuant to the T.I.F. Ordinance, the City has created a special fund, designated as the **Diversey/Narragansett** Redevelopment Project Area **Special Tax** Allocation Fund (the "**Diversey/Narragansett T.I.F. Fund**").

The Comptroller of the City is hereby directed to maintain the **Diversey/Narragansett T.I.F. Fund** as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank which is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the T.I.F. Ordinance, all incremental ad **valorem** taxes received by the City for the Redevelopment Area are to be deposited into the **Diversey/Narragansett T.I.F. Fund**.

(b) Developer Account. There is hereby created within the **Diversey/Narragansett T.I.F. Fund** a special account to be known as the "**W9/MLM Real Estate Limited Partnership Developer Account**". The City shall promptly designate and deposit into the **W9/MLM Real Estate Limited Partnership Developer Account** the incremental taxes defined as the "Available Incremental Taxes" in the **W9/MLM Redevelopment Agreement** which have been deposited into the **Diversey/Narragansett T.I.F. Fund** after the execution and delivery of the **W9/MLM Redevelopment Agreement**.

(c) Pledge Of **W9/MLM Real Estate Limited Partnership Developer Account**. The City hereby assigns, pledges and dedicates the **W9/MLM Real Estate Limited Partnership Developer Account**, together with all amounts on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account**: (i) to the payment of the Notes, subject to the provisions and limitations of the **W9/MLM Redevelopment Agreement**. Any monies on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** that are forfeited pursuant to the terms of the **W9/MLM Redevelopment Agreement** shall be transferred and deposited in the **Diversey/Narragansett T.I.F. Fund**. Upon deposit, the monies on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the **Diversey/Narragansett T.I.F. Fund**. All monies on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** shall be used to pay the principal of and interest on the Notes, at maturity or upon payment or redemption prior to maturity, each in accordance with its respective terms, which payments from the **W9/MLM Real Estate Limited Partnership Developer Account** are

hereby authorized and appropriated by the City. Upon payment of all amounts due under the Notes in accordance with their respective terms (or the termination of the City's obligation to make such payments), the amounts on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** shall be deposited in the **Diversey/Narragansett T.I.F. Fund of the City** and the **W9/MLM Real Estate Limited Partnership Developer Account** shall be closed.

SECTION 13. The Notes are special limited obligations of the City and are payable solely from amounts on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** (or such other funds in the **Diversey/Narragansett T.I.F. Fund** as the City, in its sole discretion, may determine), and shall be a valid claim of the registered owner thereof only against said sources. The Notes shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owners of the Notes shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the Notes.

SECTION 14. Monies on deposit in the **W9/MLM Real Estate Limited Partnership Developer Account** may be invested as allowed under Section **2-32-520** of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the Notes.

SECTION 15. The Redevelopment Note is not a "private activity bond" as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended (the "Code"). In support of such conclusion, the City certifies, represents and covenants as follows:

- (a) No direct or indirect payments are to be made on the Redevelopment Note with respect to any private business use by any person other than a state or local governmental unit.
- (b) None of the proceeds of the Redevelopment Note is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

SECTION 16. As to the Redevelopment Note only, the City certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the "Rebate Requirement") to the United States:

(a) Unless an applicable exception to the Rebate Requirement is available to the City, the City will meet the Rebate Requirement.

(b) Relating to applicable exceptions, the Comptroller is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the City. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the "Penalty"), then the City shall pay such Penalty.

(c) The officers of the City shall cause to be established at such time and in such manner as they may deem necessary or appropriate hereunder, a rebate fund, and such officers shall further, not less frequently than annually, cause to be transferred to the rebate fund the amount determined to be the accrued liability under the Rebate Requirement or the Penalty. Said officers shall cause to be paid to the United States, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(d) Interest earnings in the W9/MLM Real Estate Limited Partnership Developer Account are hereby authorized to be transferred, without further order or direction from the Comptroller, from time to time as required, to the rebate fund for the purposes herein provided; and other funds of the City are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only if appropriated by the City Council.

SECTION 17. The City covenants that it: (i) will take those actions which are necessary to be taken (and avoid those actions which it is necessary to avoid taking) so that interest on the Redevelopment Note will not be or become included in gross income for federal income tax purposes under existing law including, without limitation, the Code; (ii) will take those actions reasonably within its power to take which are necessary to be taken (and avoid taking those actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on the Redevelopment Note will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action in the investment of any fund or account of the City which would result in making interest on the Redevelopment Note subject to federal income taxes by reason of causing the Redevelopment Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, certifications and representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel

approving the Redevelopment Note; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

SECTION 18. The City recognizes that Section 149(a) of the Code requires the Redevelopment Note to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Redevelopment Note is delivered. In this connection, the City agrees that it will not take any action to permit the Redevelopment Note to be issued in, or converted into, bearer or coupon form.

SECTION 19. The provisions of this ordinance shall constitute a contract between the City and the registered owner(s) of a Note. All covenants relating to a Note are enforceable by the registered owner(s) of such Note.

SECTION 20. The Mayor, the Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 21. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 22. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

SECTION 23. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A", "B", "C", "D" and "E" referred to in this ordinance read as follows:

**BRICKYARD PROJECT**

**DIVERSEY/NARRAGANSETT  
REDEVELOPMENT PROJECT AREA**

**W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT AGREEMENT**

**DATED AS OF JANUARY 30, 2004**

**BY AND BETWEEN**

**THE CITY OF CHICAGO**

**AND, JOINTLY AND SEVERALLY,**

**W9/MLM REAL ESTATE LIMITED PARTNERSHIP,  
a Delaware Limited Partnership**

**AND**

**W9/MLM BRICKYARD, L.L.C.,  
a Delaware Limited Liability Company**



**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT AGREEMENT  
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**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT AGREEMENT  
LIST OF SCHEDULES AND EXHIBITS**

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| Exhibit N   | Form of Internal Rate of Return Worksheet                         |

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

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

**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT AGREEMENT**

This W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. Redevelopment Agreement (the "**Agreement**") is made as of this 30th day of January, 2004, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and W9/MLM Real Estate Limited Partnership, a Delaware limited partnership ("**W9/MLM Real Estate Limited Partnership**") and W9/MLM Brickyard, L.L.C., a Delaware limited liability company, ("**W9/MLM Brickyard, L.L.C.**"), jointly and severally as to all rights and liabilities under this Agreement. W9/MLM Brickyard, L.L.C. is substantially wholly-owned by and is an Affiliate (as defined in this Agreement) of W9/MLM Real Estate Limited Partnership. For purposes of this Agreement, W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. are defined, jointly and severally, as "**Developer**".

**RECITALS:**

**A. Constitutional Authority:** As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "**State**"), the City has the power to regulate for the protection of the public health, safety, morals, and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in and

enhance the local tax base and create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals.

**B. Statutory Authority:** The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (2002 State Bar Edition), as amended from time-to-time (the "**Act**"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

**C. City Council Authority:** To induce redevelopment under the provisions of the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on February 5, 2004: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Diversey/Narragansett Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Diversey/Narragansett Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Diversey/Narragansett Redevelopment Project Area" (the "**TIF Adoption Ordinance**"). Collectively the three ordinances are defined as the "**TIF Ordinances**". The redevelopment project area (the "**Redevelopment Area**") is legally described in Exhibit A.

**D. The Project:** Developer presently owns and operates the 878,338 square foot Brickyard retail center located at 6465 W. Diversey Avenue, Chicago, Illinois (the "**Property**"). Legal title to the Property is held by W9/MLM Brickyard, L.L.C. The Property is approximately 50 acres, and is located wholly within the Redevelopment Area. A legal description of the Property is stated in Exhibit B-1. The Property is subject to the zoning requirements stated in Business Planned Development No. 127 dated July 24, 1975, as amended, (the "**PD**"). The PD is Exhibit B-2. The Property is significantly under-occupied at present because several anchor tenants have closed their stores and because the Property is characterized by an antiquated layout and functionally obsolete structure. Developer plans to completely demolish all structures on the Property and regrade the Property so it will be more accessible to vehicular traffic from adjacent streets. Developer plans to construct an approximately 575,000 square foot retail center that will include approximately 2,306 parking spaces. The new retail center will incorporate modern layout and design features favored by today's successful retailers. The demolition, regrading and new construction work is collectively defined as the "**Project**". A site plan for the Project dated December 17, 2002 (the "**Site Plan**") is Exhibit B-3. As part of the overall Project, Developer plans to convey two of the proposed anchor sites (referred to as Anchor Building 1 and Anchor Building 2 on the Site Plan) upon the completion of the anchor buildings to the identified end-users. When completed, the Project will be managed and operated by Mid-America Asset Management, an affiliate of Mid-America Real Estate Corp. The completion of the Project would not reasonably be anticipated to occur without the financing contemplated in this Agreement.

**E. Redevelopment Plan:** The Project will be carried out in accordance with this Agreement and the City of Chicago Diversey/Narragansett Redevelopment Project Area Tax

agreed to approve them as a post-closing item. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to DPD as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, and all applicable Federal, State and local laws, ordinances and regulations. Developer will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 **Project Budget.** Developer has furnished to DPD, and DPD has approved, a Project Budget which is Exhibit D-1, showing total costs for the Project in an amount not less than \$109,959,532. Developer hereby certifies to the City that: (a) it has Lender Financing and/or Equity in an aggregate amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to DPD copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 **Change Orders.**

(a) Except as provided in subparagraph (b) below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07; provided, however, that any Change Orders relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (i) a reduction by more than five percent (5%) in the square footage of the Project, or (ii) a change in the basic use of the Property and improvements, (iii) an increase in the Project budget by more than 10% or (iv) a delay in the Project completion date of more than 120 days. DPD will respond to Developer's request for written approval within 30 days from receipt of such request by granting or denying such request or by requesting additional information from Developer. If DPD does not respond to Developer's request, and if Developer has complied with the requirements for notice stated in Section 17.02, then Developer's request will be deemed to have been approved by DPD. Developer will not authorize or permit the performance of any work relating to any Change Order requiring DPD's prior written approval or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Developer.

(b) Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than Two Hundred Fifty Thousand Dollars (\$250,000) each, to an aggregate amount of Two Million Dollars (\$2,000,000), do not require DPD's prior written approval as stated in this Section 3.04, but DPD must be notified in writing of all



such Change Orders and Developer, in connection with such notice, must identify to DPD the source of funding therefor in the progress reports described in Section 3.07.

3.05 **DPD Approval.** Any approval granted by DPD under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only, and any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation, or any other governmental approval, nor does any such approval by DPD under this Agreement constitute approval of the utility, quality, structural soundness, safety, habitability, or investment quality of the Project. Developer will not make any verbal or written representation to anyone to the contrary.

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

3.07 **Progress Reports and Survey Updates.** After the Closing Date, on or before the 15th day of each reporting month, Developer will provide DPD with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval under Section 3.04). Developer must also deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's MBE/WBE Commitment). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer acceptable to DPD to address and cure such shortfall. At Project completion, upon the request of DPD, Developer will provide 3 copies of an updated Survey to DPD reflecting improvements made to the Property.

3.08 **Inspecting Agent or Architect.** The independent agent or architect (other than Developer's architect) selected by the lender providing Lender Financing will also act as the inspecting agent or architect for DPD for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Developer's account and will be promptly paid by Developer. The inspecting agent or architect will perform periodic inspections with respect to the Project, providing written certifications with respect thereto to DPD, prior to requests for disbursements for costs related to the Project.

3.09 **Barricades.** Developer has installed a construction barricade of a type and appearance satisfactory to the City and which barricade was constructed in compliance with all applicable Federal, State or City laws, ordinances, rules and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of the Project) installed after the date of this Agreement.

3.10 **Signs and Public Relations.** Developer will erect in a conspicuous location on the Property during the Project a sign of commercially reasonable size and style, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent, non-confidential information regarding Developer and the Project in the City's promotional literature and communications.

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

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

3.13 **Accessibility for Disabled Persons.** Developer acknowledges that it is in the public interest to design, construct and maintain the Project in a manner which promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and related improvements have been reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

3.14 **Project Security.** Prior to the issuance of the Certificate, Developer will be required to submit a plan for 24-hour security for the Project to DPD for its review and approval. DPD will respond to Developer's security plan submission within 30 days from receipt of such plan by approving such plan, disapproving such plan or requesting additional information from Developer. If DPD does not respond to Developer's security plan submission, and if Developer has complied with the requirements for notice stated in Section 17.02, then Developer's security plan submission will be deemed to have been approved by DPD.

#### ARTICLE FOUR: FINANCING

4.01 **Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be \$109,959,532 to be applied in the manner stated in the Project Budget. Such costs will be funded from the following sources when all anticipated Project financing has been completed:

|  |                          |
|--|--------------------------|
| Equity (subject to <u>Section 4.07</u> ) | \$ 18,459,532            |
| Lender Financing                         | 65,000,000               |
| TIF Financing Notes                      | <u>26,500,000</u> (1)    |
| <b>ESTIMATED TOTAL</b>                   | <b>\$109,959,532 (1)</b> |

**NOTE (1):** All Project costs will be front-funded by Developer. All payments of principal and interest on the Notes will occur after issuance of a Certificate of Completion as provided in Section 7.01, and subject to the terms and conditions of this Agreement.

4.02 **Developer Funds.** Equity and Lender Financing, if any, will be used to pay all Project costs, including but not limited to costs of TIF-Funded Improvements.

4.03 **City Funds.**

(a) Uses of City Funds.

(i) Any principal or interest paid under the Notes, and any other funds expended by the City under this Agreement or otherwise related to the Project or to the TIF-Funded Improvements are defined as “**City Funds**”.

(ii) City Funds may be used to reimburse Developer only for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit E states, by line item, the TIF-Funded Improvements for the Project contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such costs and their respective eligibility as a Redevelopment Project Cost. Reimbursement of costs through City Funds will be in the form of payment of principal and interest under the Notes.

(b) Sources of City Funds - City Notes. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Article Five, the City hereby agrees to issue two Notes to Developer: the Project Note for up to \$7,000,000 to be issued on the Closing Date, and the Redevelopment Note for up to \$19,500,000 to be issued on even date with the Certificate as provided in Section 7.01. The principal amount of each Note will be in an amount not greater than the costs of the TIF-Funded Improvements which have been incurred by Developer (and which have not previously been counted in determining the balance of the other Note) and are to be reimbursed by the City through payments of principal and interest on the Notes, subject to the provisions of this Agreement. Any payments under the Notes are subject to the amount of Available Incremental Taxes and Incremental Taxes for the Redevelopment Area, as applicable, being sufficient for such payments. The total principal amount of City Funds will be the lesser of \$26,500,000 or 25.37 % of total Project costs.

(c) Issuance of the \$7,000,000 Project Note. On the Closing Date, the City will issue to Developer the Project Note with the following terms and conditions:

(i) Principal. The principal balance for the Project Note will be equal to the cost of TIF-Funded Improvements incurred by Developer prior to the issuance date, up to a maximum amount of \$7,000,000. Such balance will be determined

by the Certificate(s) of Expenditure issued by the City in the form of Exhibit M-2, upon Developer providing satisfactory evidence of expenditures for TIF-Funded Improvements and compliance with the applicable requirements and terms and conditions of this Agreement. After issuance of the Project Note, if the principal balance of the Project Note is less than \$7,000,000, then the principal balance of the Project Note will be increased when the City issues additional Certificate(s) of Expenditure in the form of Exhibit M-2 up to a maximum amount of \$7,000,000.

(ii) Interest. The interest rate on the Project Note will be set at a rate equal to the 20 year Treasury rate as published in the daily Federal Reserve Statistical Release (“index”) plus a margin of 375 bps, but in no event greater than 9.75%.

(iii) Term. The Project Note will be issued on the Closing Date and will have a term of 20 years.

(iv) Payments of Principal and Interest.

(A) Interest on the Project Note will begin to accrue at the date of issuance. Amortization of principal will be over the term of 20 years as provided in the debt service schedule attached to the Project Note. Payments of principal and interest will be made annually on February 1.

(B) No payments of principal or interest on the Project Note will be made until a Certificate for the Project has been issued by the City.

(C) Except as may be otherwise provided in this Agreement, Available Incremental Taxes only will be used to pay the principal of and interest on the Project Note and on unpaid interest, if any. In the ordinance authorizing the issuance of the Project Note, the City will establish an account denominated the: “W9/MLM Real Estate Limited Partnership Developer Account” within the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund. All Available Incremental Taxes will be deposited into the W9/MLM Real Estate Limited Partnership Developer Account.

(D) Payments of principal and interest on the Project Note and the Redevelopment Note will be made from Available Incremental Taxes deposited into the W9/MLM Real Estate Limited Partnership Developer Account as follows:

(I) First to interest due under the Redevelopment Note;

- (II) Next to scheduled principal payments on the Redevelopment Note
  - (III) Next to interest due under the Project Note;
  - (IV) Next to payment of principal of the Project Note.
  - (E) After the principal and interest on the Redevelopment Note and Project Note have been paid in full and each Note canceled according to its terms, and any applicable Pay-As-You-Go Reimbursement (as defined below) has been paid, then the W9/MLM Real Estate Limited Partnership Developer Account will be closed and all subsequent Available Incremental Taxes will be deposited by the City in the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund.
- (v) Insufficient Available Incremental Taxes. If the amount of Available Incremental Taxes pledged under this Agreement is insufficient to make any scheduled payment on the Project Note, then: (1) the City will not be in default under this Agreement or the Project Note, and (2) due but unpaid scheduled payments (or portions thereof) on the Project Note will be paid as provided in this Section 4.03 as promptly as funds become available for their payment. Interest per annum at the rate set when the Project Note is issued will accrue on any principal or interest payments which are unpaid because of insufficient Available Incremental Taxes.
- (vi) Prepayment. The Project Note may be prepaid at any time without premium or penalty.
- (vii) Reduced Amount of Prepayment by the City.
- (A) If the City elects to prepay the Project Note within 12 months from the date of issuance of the Certificate, then the principal amount owed by the City on the Project Note will be reduced by 5% of the principal balance at the date of prepayment. For example, if the principal balance is \$7,000,000, then the City can prepay the Project Note by paying \$6,650,000, (i.e. \$350,000 [5%] less than the \$7,000,000 principal balance). Accrued interest on the Project Note during such period will be paid in full through the date of prepayment.
  - (B) If the City elects to prepay the Project Note beginning with month 13 from the date of issuance of the Certificate through and including month 24 following the date of issuance of the

Certificate, then the principal amount owed by the City on the Project Note will be reduced by 2.5% of the principal balance at the date of the prepayment. For example, if the principal balance at the date of prepayment is \$7,000,000, then the City can prepay the Project Note by paying \$6,825,000, (i.e. \$175,000 [2.5%] less than the \$7,000,000 principal balance). Accrued interest on the Project Note will be paid in full through the date of prepayment.

- (viii) Sale or Transfer of the Project Note. After the issuance of the Project Note, the Project Note may be sold or assigned in a Qualified Transfer of the Project Note. Thereafter, the Project Note may again be sold in a Qualified Transfer of the Project Note.
  - (ix) Cessation of Project Note Payments. If an Event of Default occurs, the City will have no further obligations to make any payments with respect to the Project Note and the City will have the remedies stated in Sections 7.03 and 15.02.
- (d) Issuance of the \$19,500,000 Redevelopment Note. The Redevelopment Note will be issued on even date with the Certificate with the following terms and conditions:
- (i) Principal. The principal balance of the Redevelopment Note will be established by the Certificate(s) of Expenditure issued by the City in the form of Exhibit M-1 at the date of issuance, upon Developer providing satisfactory evidence of expenditures for TIF-Funded Improvements and compliance with the applicable requirements and terms and conditions of this Agreement. After issuance of the Redevelopment Note, if the principal balance of the Redevelopment Note is less than \$19,500,000, then the principal balance of the Redevelopment Note may be increased when the City issues additional Certificate(s) of Expenditure in the form of Exhibit M-1 up to a maximum amount of \$19,500,000.
  - (ii) Interest. When issued, the interest rate for the Redevelopment Note will be set as follows: On the date of issuance of the Redevelopment Note, the interest rate will be equal to the AAA 20 year G. O. Bond rate as published by Bloomberg in effect on the date of issuance plus a margin of 300 bps, (the “**Redevelopment Note Interest Rate**”) but in no event will such interest rate be greater than 8.75%.
  - (iii) Term. The Redevelopment Note will be issued on even date with the Certificate and will have a term of 20 years.
  - (iv) Payments of Principal and Interest.

- (A) Interest on the Redevelopment Note will begin to accrue at the date of issuance. Amortization of principal will be over the term of 20 years as provided in the debt service schedule attached to the Redevelopment Note. Payments of principal and interest will be made semi-annually on February 1 and August 1 of each year.
- (B) Except as may be otherwise provided in this Agreement, Available Incremental Taxes only will be used to pay the principal of and interest on the Redevelopment Note and on unpaid interest, if any. In the ordinance authorizing the issuance of the Redevelopment Note, the City will establish an account denominated the: “W9/MLM Real Estate Limited Partnership Developer Account” within the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund. All available Incremental Taxes will be deposited into the W9/MLM Real Estate Limited Partnership Developer Account.
- (C) Payments of principal and interest on the Project Note and the Redevelopment Note will be made from Available Incremental Taxes deposited into the W9/MLM Real Estate Limited Partnership Developer Account as follows:
  - (I) First to interest due under the Redevelopment Note;
  - (II) Next to scheduled principal payments on the Redevelopment Note
  - (III) Next to interest due under the Project Note;
  - (IV) Next to payment of principal of the Project Note.
- (D) After the principal and interest on the Redevelopment Note and the Project Note have been paid in full, and each Note canceled according to its terms, and any applicable Pay-As-You-Go Reimbursement (as defined below) has been paid, then the W9/MLM Real Estate Limited Partnership Developer Account will be closed and all subsequent Available Incremental Taxes will be deposited by the City in the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund.
- (v) Insufficient Available Incremental Taxes. If the amount of Available Incremental Taxes pledged under this Agreement is insufficient to make any scheduled payment on the Redevelopment Note, then: (1) the City will not be in default under this Agreement or the Redevelopment Note, and

(2) due but unpaid scheduled payments (or portions thereof) on the Redevelopment Note will be paid as provided in this Section 4.03 as promptly as funds become available for their payment. Interest per annum at the rate set when the Redevelopment Note is issued will accrue on any principal or interest payments which are unpaid because of insufficient Available Incremental Taxes.

(vi) Prepayment of the Redevelopment Note by the City and Related Lock Out Period. The City may prepay the Redevelopment Note at any time without premium or penalty, subject to the following conditions:

(A) Prepayment Within 12 Months From the Date of Issuance of the Certificate. If the City elects to prepay the Redevelopment Note within 12 months from the date of issuance of the Certificate, then the principal amount owed by the City on the Redevelopment Note will be reduced by 5% of the principal balance at the date of prepayment. For example, if the principal balance is \$19,500,000, then the City can prepay the Redevelopment Note by paying \$18,525,000, (i.e. \$975,000 [5%] less than the \$19,500,000 principal balance). Accrued interest on the Redevelopment Note during such period will be paid in full through the date of prepayment.

(B) Prepayment Within Month 13 Through and Including Month 24 from the Date of Issuance of the Certificate. If the City elects to prepay the Redevelopment Note within month 13 through and including month 24 from the date of issuance of the Certificate, then the principal amount owed by the City on the Redevelopment Note will be reduced by 2.5% of the principal balance at the date of the prepayment. For example, if the principal balance at the date of prepayment is \$19,500,000, then the City can prepay the Redevelopment Note by paying \$19,012,500, (i.e. \$487,500 [2.5%] less than the \$19,500,000 principal balance). Accrued interest on the Redevelopment Note will be paid in full through the date of prepayment.

(C) Redevelopment Note Lock-Out Period. A five year (60 month) period (the “**Redevelopment Note Lock-Out Period**”) for prepayment will begin on the earliest to occur of:

(I) The beginning of the 25th month after the date of issuance of the Redevelopment Note; or



- (II) Formal notice by the City to Developer that the City does not plan to prepay the Redevelopment Note in the 24 month period between the date of issuance of the Redevelopment Note and the beginning of the 25th month after the date of issuance.

During the Redevelopment Note Lock-Out Period, the City will not prepay the Redevelopment Note, unless this Redevelopment Note Lock-Out Period restriction is formally waived by the Redevelopment Note holder(s). Upon expiration of the Redevelopment Note Lock-Out Period, the City may prepay the then current balance of the Redevelopment Note without any restrictions or conditions, together with any accrued interest.

- (vii) Sale or Transfer of the Redevelopment Note. After the issuance of the Redevelopment Note, the Redevelopment Note may be sold or assigned in a Qualified Transfer of the Redevelopment Note. Thereafter, the Redevelopment Note may again be sold in a Qualified Transfer of the Redevelopment Note.
- (viii) No Cessation of Redevelopment Note Payments. Notwithstanding anything to the contrary contained in this Agreement, after a Qualified Transfer of the Redevelopment Note in compliance with Section 4.03(d)(vii) above, if an Event of Default occurs, the City will, notwithstanding such Event of Default, continue to make payments with respect to the Redevelopment Note.
- (ix) Costs of Issuance of the Redevelopment Note. Developer will be responsible for paying all legal and issuance costs in relation to the Redevelopment Note, including all costs of bond counsel.

(e) Pay-As-You-Go Reimbursement.

- (i) Unpaid Balance at End of Note Term. If there is an unpaid balance at the expiration of the term of either Note, then the holder(s) of any such expired Note will be entitled to pay-as-you-go reimbursement from Available Incremental Taxes (“**Pay-As-You-Go Reimbursement**”) until such unpaid balance on such expired Note is paid in full. In any such event, any Pay-As-You-Go Reimbursement is subject to:

- (A) the availability of unused costs of TIF-Funded Improvements which have not been used to establish the principal of either Note; and

(B) there being no Notes outstanding.

If both Notes are qualified for Pay-As-You-Go Reimbursement for unpaid balances, then such funds as are available for Pay-As-You-Go Reimbursement will be applied first to amounts unpaid on the Redevelopment Note until paid in full, and then the amounts unpaid on the Project Note. In no event shall City Funds paid under this subsection be in the aggregate principal amount greater than \$26,500,000.

(ii) Smaller Note Balances. If the Project Note is issued for less than \$7,000,000, or if the Redevelopment Note is issued for less than \$19,500,000, in either instance for any reason, then Pay-As-You-Go Reimbursement will be available under this sub-section to Note holder(s) subject to the following conditions:

(A) the availability of unused costs of TIF-Funded Improvements which have not been used to establish the principal of either Note; and

(B) there being no Notes outstanding.

If both Notes are qualified for Pay-As-You-Go Reimbursement for smaller note balances, then such funds as are available for Pay-As-You-Go Reimbursement will be applied first to amounts needed to pay the principal balance of the Redevelopment Note until paid in full, and then to amounts needed to pay the principal balance of the Project Note. In no event shall City Funds paid under this subsection be in the aggregate greater than the sum of the principal balances of the Notes together with interest due on such Notes.

#### 4.04 Sale or Transfer of the Property or Project by Developer.

(a) Prior to the 5th Anniversary of the Date of Issuance of the Certificate. Developer must obtain the prior approval of the City for any sale or transfer of any part of the Property or the Project during the period from the date of the Certificate to the 5th anniversary of the date of the Certificate. Such approval by the City will be subject to the reasonable discretion requirement stated in Section 18.20. The foregoing restriction does not apply to the sale of Anchor sites to end-users referred to as Anchor Building 1 and Anchor Building 2 on the Site Plan.

(b) After the 5th Anniversary of the Date of Issuance of the Certificate, But Prior to the Date when the Notes are Paid. After the 5th anniversary of the date of the Certificate, but prior to the date when the Notes are paid, Developer need not obtain prior approval for any sale or transfer of any part of the Property or the Project. Developer must, however, notify the City not less than 60 days before any closing of sale of Developer's intention to sell any part of the

Property or the Project. Developer must provide the City with true and correct copies of any contract for sale and related documents as part of such notice.

(c) At any Time Prior to the 10th Anniversary of the Date of Issuance of the Certificate. If Developer sells or transfers any part of the Property or Project at any time prior to the 10th anniversary of the Certificate, then:

- (i) Not less than 60 days prior to the closing of any sale or transfer, Developer will prepare and submit for the City's review and approval an internal rate of return calculation worksheet substantially in the form of Exhibit N, (the "**IRR Worksheet**") calculating Developer's internal rate of return on such proposed sale or transfer. The IRR Worksheet will take into account the following items: (i) the total of \$26,500,000 in TIF assistance (or any lesser aggregate amount); (ii) any profits realized by Developer (or any Affiliate of Developer) from the intended pre-disclosed sales of anchor sites to end-users referred to as Anchor Building 1 and Anchor Building 2 on the Site Plan; and (iii) be based on an equity at risk of \$40,200,000.
- (ii) If the IRR Worksheet reflects an internal rate of return to Developer of greater than 22.5%, then Developer will be deemed to have received "excess profits" on such proposed sale or transfer.
- (iii) If Developer has been deemed to have received excess profits, and Developer completes the proposed sale or transfer of any part of the Property or Project, then the City is entitled to reduce the Project Note by an amount equal to 35% of any such excess profits. If the Project Note principal balance will not support a full 35% reduction, then Developer will pay cash to the City at closing in such amount, which when added to the Project Note principal reduction, will be equal to 35% of any such excess profits. If the Project Note has been paid at the time of closing of any such sale or transfer, then Developer will pay cash to the City at closing, in an amount equal to 35% of any such excess profits.

(d) Sales of Assets or Equity. For purposes of this subsection, the phrase: "sale or transfer of any part of the Property or Project" includes any sales or transfers which are a part of the sale or transfer of all or substantially all of Developer's assets or equity. The foregoing restriction does not apply to the planned sale of: (i) 5% of the equity in W9/MLM Brickyard, L.L.C. to Mars Brickyard, L.L.C., an Illinois limited liability company ("**Mars Brickyard I**"), or (ii) 5% of the equity in W9/MLM Brickyard, L.L.C. to Mars Brickyard II, L.L.C., an Illinois limited liability company ("**Mars Brickyard II**"). Mars Brickyard I and Mars Brickyard II are each an affiliate of Mid-America Real Estate Corp.

4.05 City Rights to Discontinue or Suspend Payments under the Project Note or Pay-As-You-Go Reimbursement. The City has the right to discontinue or suspend payments applicable to the Project Note or Pay-As-You-Go Reimbursement under the following circumstances:

(a) Net Leaseable Square Foot Requirement. Exclusive of intended pre-disclosed sales of anchor sites to end-users referred to as Anchor Building 1 and Anchor Building 2 on the Site Plan, if Developer fails to maintain on an annual basis a minimum occupancy of 60% of the remaining net leaseable area of the Project (the “**Net Leaseable Square Foot Requirement**”) for 10 years from the date of issuance of the Certificate.

(b) Consequences of Non-Maintenance of the Net Leaseable Square Foot Requirement.

(i) 1<sup>st</sup> Year. In the first year that Developer fails to maintain the Net Leaseable Square Foot Requirement, Developer will receive principal and interest payments on the Project Note and interest will accrue on the Project Note.

(ii) 2<sup>nd</sup> Year. If there is a second year that Developer fails to maintain the Net Leaseable Square Foot Requirement, and such second year need not be consecutive to the first year, then Developer will not receive principal and interest payments on the Project Note for the period including the second year of non-maintenance, and interest will not accrue on the Project Note for such period.

(iii) 3<sup>rd</sup> Year. If there is a third year that Developer fails to maintain the Net Leaseable Square Foot Requirement, and such third year need not be consecutive to the second year, then: Developer will not receive principal and interest payments on the Project Note for the period including the third year of non-maintenance; interest will not accrue on the Project Note for such period; and the City may elect to terminate the Agreement and the Project Note.

(iv) Non-Compliance Years Not Counted. A year that Developer is out of compliance with the Net Leaseable Square Foot Requirement does not count toward fulfillment of Developer’s 10-year requirement stated in subparagraph (a) above.

(c) Retail Center Requirement. After the 10-year requirement for maintenance of the Net Leaseable Square Foot Requirement has expired, if Developer fails to maintain the Property as a retail center until the Project Note is paid.

(d) Sale Requirements. If Developer fails to comply with the approval requirement in Section 4.04(a), the notice requirement in Section 4.04(b) or the accounting and settlement of “excess profits” under Section 4.04 (c).

(e) Permitted Uses. If Developer fails to comply with the permitted uses for the Property under the PD or other applicable zoning requirements.

4.06 Treatment of Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, will be considered previously contributed Equity or Lender Financing, if any, hereunder (the “**Prior**

**Expenditure(s)**"). DPD has the right, in its sole discretion, to disallow any such expenditure (not listed on Exhibit G) as a Prior Expenditure as of the date hereof. Exhibit G states the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements will not be reimbursed to Developer, but will reduce the amount of Equity and/or Lender Financing, if any, required to be contributed by Developer under Section 4.01.

4.07 **Cost Overruns.** If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, Developer will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

4.08 **TIF Bonds.** The Commissioner of DPD may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of TIF Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The proceeds of TIF Bonds may be used to pay the outstanding principal and accrued interest (through the date of prepayment) under the Notes and for other purposes as the City may determine in all instances subject to the restrictions applicable during the Redevelopment Note Lock-Out Period. The costs of issuance of the TIF Bonds would be borne solely by the City. Developer will cooperate with the City in the issuance of the TIF Bonds, as provided in Section 8.05.

## ARTICLE FIVE: CONDITIONS PRECEDENT

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 **Project Budget.** Developer will have submitted to DPD, and DPD will have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 **Scope Drawings and Plans and Specifications.** Developer will have submitted to DPD, and DPD will have approved, the Scope Drawings and Plans and Specifications as provided in Section 3.02 or DPD has agreed to approve them as a post-closing item.

5.03 **Other Governmental Approvals.** Developer will have secured or applied for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to DPD.

5.04 **Financing.**

(a) Developer will have furnished evidence acceptable to the City that Developer has Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01) to complete the Project.

(b) Prior to the Closing Date, Developer will deliver to DPD a copy of the construction escrow agreement entered into by Developer regarding Developer's Lender Financing, if any. The construction escrow agreement must provide that the City will receive copies of all construction draw request materials submitted by Developer after the date of this Agreement.

(c) Any financing liens against the Property and Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in this Agreement under a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, in the Office of the Recorder of Deeds of Cook County.

(d) The City agrees that the Notes may be assigned on a collateral basis to any lender or lenders providing Lender Financing, if any.

5.05 **Acquisition and Title.** On the Closing Date, Developer will furnish the City with a copy of the Title Policy for the Property, showing Developer as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on Exhibit H and will evidence the recording of this Agreement under the provisions of Section 8.17. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, and survey.

5.06 **Evidence of Clear Title.** Not less than 5 Business Days prior to the Closing Date, Developer, at its own expense, will have provided the City with current searches under the names of each of the entities comprising Developer as follows:

|                               |                               |
|-------------------------------|-------------------------------|
| Secretary of State (IL)       | UCC search                    |
| Secretary of State (IL)       | Federal tax lien search       |
| Cook County Recorder          | UCC search                    |
| Cook County Recorder          | Fixtures search               |
| Cook County Recorder          | Federal tax lien search       |
| Cook County Recorder          | State tax lien search         |
| Cook County Recorder          | Memoranda of judgments search |
| U.S. District Court (N.D. IL) | Pending suits and judgments   |

Clerk of Circuit Court,  
Cook County

Pending suits and judgments

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

5.07 **Surveys.** Developer will have furnished the City with 3 copies of the Survey.

5.08 **Insurance.** Developer, at its own expense, will have insured the Property and the Project as required under Article Twelve. Prior to the Closing Date, certificates required under Article Twelve evidencing the required coverages will have been delivered to DPD.

5.09 **Opinions of Developer's Counsel.** On the Closing Date, Developer will furnish the City with an opinions of counsel, substantially in the form of Exhibits I-1 and I-2, with such changes as may be required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibits I-1 and I-2, such opinions shall be obtained by Developer from its general corporate counsel.

5.10 **Evidence of Prior Expenditures.** Developer will have provided evidence satisfactory to DPD of the Prior Expenditures as provided in Section 4.04.

5.11 **Financial Statements.** Developer will have provided Financial Statements to DPD for its 2001 and 2002 fiscal years, if available, and its most recently available unaudited interim Financial Statements.

5.12 **Additional Documentation.** Developer will have provided documentation to DPD, satisfactory in form and substance to DPD concerning Developer's employment profile and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds in the Project, if any.

5.13 **Environmental Audit.** Developer will have provided DPD with copies of all phase I environmental audits completed with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. If environmental issues exist on the Property, the City will require written verification from the Illinois Environmental Protection Agency that all identified environmental issues have been or will be resolved to its satisfaction.

5.14 **Entity Documents.**

(a) Developer will provide a copy of the current Certificate of Limited Partnership for W9/MLM Real Estate Limited Partnership, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which Developer is qualified to do business; the agreement of limited partnership by and among the partners of

W9/MLM Real Estate Limited Partnership; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

(b) Developer will provide a copy of the current Certificate of Formation for W9/MLM Brickyard, L.L.C., with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state or organization and all other states in which Developer is qualified to do business; the current Amended and Restated Limited Liability Company Agreement for W9/MLM Brickyard, L.L.C.; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such organizational documentation as the City may request.

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

5.16 **Preconditions of Accepting Certificates of Expenditure.** Prior to the acceptance by DPD of any Certificate of Expenditure under the Notes, Developer must submit to DPD documentation of such expenditures (in the form of waivers of lien, canceled checks, closing statements, or such other documentation as DPD may reasonably require), which will be satisfactory to DPD. Delivery by Developer to DPD of any Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

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

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

(c) Developer has approved all work and materials for the current certificate and, to the reasonable belief of Developer, such work and materials conform to the Plans and Specifications;

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

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

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



(g) the Project is In Balance. The Project will be deemed to be in balance (“**In Balance**”) only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. “**Available Project Funds**” as used herein means: (i) the undisbursed Lender Financing, if any; (ii) the undisbursed Equity; and (iii) any other amounts deposited by Developer under this Agreement. Developer agrees that, if the particular phase of the Project is not In Balance, Developer will, within 10 days after a written request by the City, deposit either with the lender providing any of the Lender Financing or with the construction escrow agent, cash in an amount that will place the particular phase of the Project In Balance, which deposit shall first be exhausted upon the request of such lender before any further acceptance of a Certificate of Expenditure shall be made.

The City will not execute any Certificate of Expenditure for the Notes unless Developer has satisfied the City that Developer has complied, or is implementing a plan to comply, with the requirements of Sections 8.08, 10.02 and 10.03. The City will have the right, in its reasonable discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any acceptance of a Certificate of Expenditure by the City will be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct. In addition, Developer will have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements not inconsistent with this Agreement and stated in the TIF Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, the Notes, and this Agreement.

## **ARTICLE SIX: AGREEMENTS WITH CONTRACTORS**

### **6.01 Bid Requirement for General Contractor and Subcontractors.**

(a) DPD acknowledges that Developer has selected Pepper Construction Company as the General Contractor for the Project. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago.

(b) Developer must submit copies of the Construction Contract to DPD as required under Section 6.02 below. Upon the written request of DPD, Developer will provide photocopies of all subcontracts entered or to be entered into in connection with the Project within five (5) Business Days of the execution thereof. The Developer must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by DPD and all requisite permits have been obtained.

6.02 **Construction Contract.** Prior to the execution thereof, Developer must deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to work on the Project, for DPD's prior written approval. Following execution of such contract by the Developer, the General Contractor and any other parties thereto, Developer must deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 **Performance and Payment Bonds.** Prior to commencement of construction of any work in the public way, Developer will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the bond form attached as Exhibit K. The City will be named as obligee or co-obligee on such bond.

6.04 **Employment Opportunity.** Developer will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Article Ten; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Article Ten shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Article Ten obligations are satisfied on an aggregate basis.

6.05 **Other Provisions.** In addition to the requirements of this Article Six, the Construction Contract and each contract with any subcontractor must contain provisions required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's MBE/WBE Commitment), Article Twelve (Insurance) and Section 14.01 (Books and Records).

## ARTICLE SEVEN: COMPLETION OF CONSTRUCTION

### 7.01 **Certificate of Completion of Construction.**

(a) Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Developer's written request, DPD will issue to Developer a certificate of completion of construction in recordable form (the "**Certificate**") certifying that Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement. DPD will respond to Developer's written request for a Certificate within 30 days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures,

and the City will respond within 30 days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate. .

(b) Developer acknowledges and understands that the City will not issue a Certificate until the following conditions have been met:

(i) A combined minimum of 70% of the gross leasable area of the Project has been contracted for lease and/or the anchor sites referred to as Anchor Building 1 and Anchor Building 2 on the Site Plan have been transferred through sale to identified end users; and

(ii) The City's Monitoring and Compliance unit has determined in writing that the Developer is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement.

**7.02 Effect of Issuance of Certificate; Continuing Obligations.**

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

(b) Those covenants specifically described at Section 8.02 (Covenant to Redevelop) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement. The other executory terms of this Agreement that remain after the issuance of a Certificate will be binding only upon Developer or a permitted assignee of Developer who, as provided in Section 18.15 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

**7.03 Failure to Complete.** If Developer fails to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies:

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

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the

TIF-Funded Improvements exceeds the amount of City Funds available under Section 4.01, Developer will reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any TIF Bonds.

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

#### **ARTICLE EIGHT: REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.**

8.01 **General.** Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of issuance of either of the Notes, that:

(a) W9/MLM Real Estate Limited Partnership is a Delaware limited partnership, duly organized, validly existing and qualified to do business in Illinois;

(b) W9/MLM Real Estate Limited Partnership's general partner is: W9/MLM Gen-Par, L.L.C., a Delaware limited liability company ("Gen-Par"). Gen-Par is a wholly-owned subsidiary of Whitehall Street Real Estate Limited Partnership IX, a Delaware limited partnership ("Whitehall"). Both Whitehall and Gen-Par are Affiliates of The Goldman Sachs Group, Inc., a Delaware corporation, Developer's ultimate parent entity.

(c) W9/MLM Brickyard, L.L.C. is a Delaware limited liability company, duly organized, validly existing and qualified to do business in Illinois;

(d) W9/MLM Brickyard, L.L.C.'s membership percentage shares are 95% owned by W9/MLM Real Estate Limited Partnership, and 5% owed by Mars Brickyard, L.L.C., an Illinois limited liability company.

(e) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project;

(f) For W9/MLM Real Estate Limited Partnership, the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited partnership action, and does not and will not violate its Certificate of Limited Partnership as amended and supplemented, its agreement of limited partnership by and among its partners, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which W9/MLM Real Estate Limited Partnership is now a

party or by which W9/MLM Real Estate Limited Partnership or any of its assets is now or may become bound;

(g) For W9/MLM Brickyard, L.L.C., the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company action, and does not and will not violate its Certificate of Formation as amended and supplemented, its Amended and Restated Limited Liability Company Agreement, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which W9/MLM Brickyard, L.L.C. is now a party or by which W9/MLM Brickyard, L.L.C. or any of its assets is now or may become bound;

(h) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget;

(i) Developer is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Developer has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature;

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

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

(l) 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 or any of its assets is bound which would materially adversely effect its ability to comply with its obligations under this Agreement;

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

(n) prior to the issuance of a Certificate, if it would materially adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary

course of business, other than the sale of Anchor Building 1 and Anchor Building 2 on the Site Plan to identified end-users; (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; provided, however, that Developer may sell up to a 10% interest in W9/MLM Brickyard, L.L.C. to Mid-America Asset Management (or an affiliate thereof) without the prior written consent of DPD.

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

(p) 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 under 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 of the City, as amended.

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer will redevelop the Property in compliance with this Agreement, the TIF Ordinances, the PD, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project and/or Developer. The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee, until fulfilled as evidenced by the issuance of a Certificate.

**8.03 Redevelopment Plan.** Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

**8.04 Use of City Funds.** City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the TIF-Funded Improvements as provided in this Agreement.

**8.05 Other Bonds.** At the request of the City, and subject to the Redevelopment Note Lock-Out Period during which prepayment of the Redevelopment Note is prohibited, Developer will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) TIF Bonds or other bonds ("**Bonds**") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements; provided, however, that any such amendments will not have a material adverse effect on Developer or the Project and provided further, however, that payment obligations

relating to any such Bonds shall be subordinate to the City's obligations hereunder with respect to payments under the Notes or the proceeds of such Bonds shall be used to fully retire the Notes. Developer will cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition, and assisting the City in its preparation of an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false and misleading.

**8.06 Employment Opportunity.**

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 and Article Ten. Developer will submit to DPD a plan describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to DPD which will outline, to DPD's satisfaction, the manner in which Developer will correct any shortfall.

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

**8.08 Prevailing Wage.** Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the State Department of Labor (the "**Labor Department**"), to all of their respective employees working on constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will 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 Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08.

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

Non-Governmental Charges at the time and in the manner provided in this Section 8.14);  
or

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

**8.15 Developer's Liabilities.** Developer will not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Developer will immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

**8.16 Compliance with Laws.**

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer will provide evidence satisfactory to the City of such current compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

**8.17 Recording and Filing.** Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

**8.18 Real Estate Provisions.**

(a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, 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, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "**Governmental**



**Charge**" means 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.

(ii) 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 transfer or forfeiture of the Property. No such contest or objection will 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:

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

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

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise DPD thereof in writing, at which time DPD may, but will 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, will be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must 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.

8.19 **Reserved.**

8.20 **Job Readiness Program.** If requested by the City, Developer will use its best efforts to encourage its tenants at the Project to participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

8.21 **Reserved.**

8.22 **Broker's Fees.** Developer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.23 **No Business Relationship with City Elected Officials.** Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. 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 thereby.

8.24 **Survival of Covenants.** All warranties, representations, covenants and agreements of Developer contained in this Article Eight and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Article Seven upon the issuance of a Certificate) will be in effect throughout the Term of the Agreement.

## **ARTICLE NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY**

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

9.02 **Survival of Covenants.** All warranties, representations, and covenants of the City contained in this Article Nine or elsewhere in this Agreement shall be true, accurate, and

complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

## ARTICLE TEN: DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 **Employment Opportunity.** Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Project (collectively, with Developer, such parties are defined herein as the "**Employers**", and individually defined herein as 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 must 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 setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, must state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(c) Each Employer will comply with all applicable 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 State Human Rights Act, 775 ILCS 5.1-101 et seq.

(2002 State Bar Edition, as amended), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, will 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 will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project (other than for remediation and demolition entered into prior to the date of this Agreement), and will 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 will be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

**10.02 City Resident Construction Worker Employment Requirement.**

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will 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 will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

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

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

(d) Developer, the General Contractor and each subcontractor will provide for the maintenance of adequate employee residency records to show that actual Chicago residents are

employed on the Project. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

(f) Upon 2 Business Days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the Construction of the Project 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. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the Construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

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

(h) Good faith efforts on the part of 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) will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Article concerning the worker hours performed by actual residents of the City 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 Article. 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 undertaken by Developer (and specifically excluding any tenant improvements which are not undertaken by Developer) (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by 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 will 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 Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to 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 Developer must surrender damages as provided in this paragraph.

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

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project (other than contracts for remediation and demolition entered into prior to the date of this Agreement).

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "**MBE/WBE Program**"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the construction budget set forth in Exhibit D-2 hereto will be expended for contract participation by MBEs or WBEs:

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

Developer, its successors and assigns and the General Contractor will each use their respective good faith efforts to exceed the percentages set forth above.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) will be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) will 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, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by 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 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 will not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. 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) Developer will deliver quarterly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports will include inter alia the name and business address of each MBE and WBE solicited by 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 Developer's compliance with this MBE/WBE commitment. DPD will have access to 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 Article Fourteen of this Agreement, on 5 Business Days notice, to allow the City to review 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, Developer will 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 Developer's MBE/WBE commitment as described in this Section 10.03 must be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to execution of this Agreement, Developer, the General Contractor and all major subcontractors then under contract shall be required to meet with the monitoring staff of DPD with regard to Developer's compliance with its obligations under this Section 10.03. During this meeting, Developer must demonstrate to DPD its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, Developer will submit the documentation required by this Section 10.03 to the monitoring staff of DPD. This information will include the following: (1) subcontractor's activity report; (2) General Contractor's certification concerning labor standards and prevailing wage requirements; (3) General Contractor letter of understanding; (4) monthly utilization report required under Section 3.07; (5) authorization for payroll agent; (6) certified payroll; and (7) evidence that MBE/WBE contractor associations have been informed of the Project, as required. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that Developer is not complying with its obligations hereunder will, upon the delivery of written notice to Developer, be deemed an Event of Default hereunder. Any such Event of Default will be subject to the cure provisions of Section 15.03(b).

(h) Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may withhold any further payment of any City

Funds to Developer or the General Contractor, or seek any other remedies against Developer available at law or in equity.

## ARTICLE ELEVEN: ENVIRONMENTAL MATTERS

11.01 **Environmental Matters.** Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws, this Agreement and all Exhibits, the Scope Drawings, the Plans and Specifications and all amendments thereto, the TIF Bond Ordinance, if any, and the Redevelopment Plan.

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

## ARTICLE TWELVE: INSURANCE

12.01 **Insurance Requirements.** Developer's insurance requirements are stated in Schedule B which is hereby incorporated into this Agreement by reference and made a part of this Agreement.

## ARTICLE THIRTEEN: INDEMNIFICATION

13.01 **General Indemnity.** Developer agrees to indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "**Indemnitee**," and collectively the "**Indemnitees**") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, (and including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial



proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees by a third party in any manner relating to or arising out of:

- (i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project feature or improvement; or
- (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate or any of their respective agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate; or
- (iv) Developer's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (v) any act or omission by Developer or any Affiliate.

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

#### **ARTICLE FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT**

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

14.02 **Inspection Rights.** Upon 3 Business Days notice, any authorized representative of the City will have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

## ARTICLE FIFTEEN: DEFAULT AND REMEDIES

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

- (a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;
- (b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property (including the Property or the Project), assets (including the Property or the Project), operations or condition, financial or otherwise;
- (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) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt by Developer to create, any lien or other encumbrance upon the Property or the Project, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against Developer or Developer's ultimate parent entity or for the liquidation or reorganization of Developer or Developer's ultimate parent entity, or alleging that Developer or Developer's ultimate parent entity is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's or Developer's ultimate parent entity's debts, whether under the United States Bankruptcy Code or under any other state or Federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer or Developer's ultimate parent entity: provided, however, that if such commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such proceedings are not dismissed within 60 days after the commencement of such proceedings;
- (f) the appointment of a receiver or trustee for Developer or Developer's ultimate parent entity, for any substantial part of Developer's or Developer's ultimate parent entity's assets, or the institution of any proceedings for the dissolution, or the full or partial liquidation.

or the merger or consolidation, of Developer or Developer's ultimate parent entity; provided, however, that if such appointment or commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 60 days after the commencement thereof;

(g) the entry of any judgment or order against Developer for an amount in excess of \$1.0 million which remains unsatisfied or undischarged and in effect for 60 days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, if any, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or Developer's ultimate parent entity; or

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

For purposes of Section 15.01(j) hereof, a natural person with a material interest in Developer is one owning in excess of thirty-three percent (33%) of Developer's or Developer's ultimate parent entity's issued and outstanding ownership shares or interest.

15.02 **Remedies.** Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend payment of City Funds, provided, however, that the City will not suspend payment of any principal or interest due and owing under the Redevelopment Note. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. To the extent permitted by law, the City may also lien the Property.

### 15.03 **Curative Period.**

(a) In the event Developer fails 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 will not be deemed to have occurred unless Developer has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event Developer fails to perform a non-monetary covenant which Developer is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless Developer has failed to cure such default within 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 30 day period, Developer will not be deemed to have committed an Event of Default under this Agreement if it

has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

**15.04 Joint and Several Liability.**

(a) By entering into this Agreement, W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. each specifically agree that the respective undertakings, liabilities and obligations for "Developer" stated in this Agreement are for each entity joint and several with the other entity. Such joint and several undertakings means that each entity is individually responsible to the maximum extent possible at law or in equity for the full, timely and satisfactory performance of each and every obligation, covenant, condition, requirement, undertaking or payment of the "Developer" as stated in this Agreement, and each entity is individually bound by and obligated to each and every term and condition in this Agreement.

(b) The joint and several undertaking of the entities stated in subsection (a) above is intended to be continuing throughout the Term of the Agreement. Such joint and several undertaking will not be changed, modified, reduced or released in any way by:

- (i) any change, amendment, modification or correction to this Agreement, the Notes or any other agreement or undertaking contemplated or referenced in this Agreement; or,
- (ii) the existence of any claim, setoff, defense, counter-claim or other right which either W9/MLM Real Estate Limited Partnership or W9/MLM Brickyard, L.L.C. may have or assert against each other or against the City or against any third party.

(c) From time-to-time, and at any time during the Term of the Agreement, the City may assert and pursue one or more of its remedies under this Agreement against either W9/MLM Real Estate Limited Partnership alone or W9/MLM Brickyard, L.L.C. alone or against both entities, jointly and severally, without waiving or compromising any of the City's other remedies against either of W9/MLM Real Estate Limited Partnership or W9/MLM Brickyard, L.L.C., as the case maybe, under this Agreement.

**ARTICLE SIXTEEN: MORTGAGING OF THE PROJECT**

16.01 **Mortgaging of the Project.** Any and all mortgages or deeds of trust in place as of the date hereof with respect to the Property or Project or any portion thereof are listed on Exhibit H (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing, if any) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "**New Mortgage.**" Any mortgage or deed of trust that Developer may hereafter elect to execute and

record or execute and permit to be recorded against the Property or Project or any portion thereof with the prior written consent of the City is referred to herein as a “**Permitted Mortgage.**” It is hereby agreed by and between the City and Developer as follows:

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

(b) If any mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, then the City hereby 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 executory obligations and liabilities of "Developer" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of Developer which occurred prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to Developer of a Certificate under Article Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of DPD. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

## ARTICLE SEVENTEEN: NOTICES

17.01 **Notices.** All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by

the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (C) be given at the following respective addresses:

If to the City:                      City of Chicago  
Department of Planning and Development  
Attn: Commissioner  
121 North LaSalle Street, Room 1000  
Chicago, IL 60602  
312/744-4190 (Main No.)  
312/744-2271 (Fax)

With Copies To:                      City of Chicago  
Corporation Counsel  
Attn: Finance and Economic Development Division  
121 North LaSalle Street, Room 600  
Chicago, IL 60602  
312/744-0200 (Main No.)  
312/744-8538 (Fax)

If to Developer:                      W9/MLM Real Estate Limited Partnership, and W9/MLM  
Brickyard, L.L.C., Jointly and Severally  
c/o Goldman Sachs & Co.  
85 Broad Street  
New York, New York 10004  
Attn: Roy Lapidus, Vice President  
Real Estate Principal Investment Area  
Telephone: 212/902-5603  
Fax:                      212/357-5505

With Copies To:                      Piper Rudnick  
203 N. LaSalle Street  
Suite 1800  
Chicago, Illinois 60601-1293  
Attention: Richard F. Klawiter, Esq.  
Telephone: 312/368-7243  
Fax:                      312/630-7337

and    Mid-America Asset Management  
Two Mid-America Plaza, Suite 330  
Oakbrook Terrace, Illinois 60181  
Attn: C. Michelle Panovich  
Telephone: (630) 954-7351  
Fax:                      (639) 954-7306

or at such other address or telecopier/fax or telephone number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 **Developer Requests for City or DPD Approval.** Any request under this Agreement for City or DPD approval submitted by Developer will comply with the following requirements:

- (a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);
- (b) expressly state the particular document and section thereof relied on by Developer to request City or DPD approval;
- (c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or DPD;
- (d) if applicable, state the outside date for the City's or DPD's response; and
- (e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

## **ARTICLE EIGHTEEN: ADDITIONAL PROVISIONS**

18.01 **Amendments.** This Agreement and the Schedules and Exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties; provided, however, that the City in its sole discretion, may amend, modify or supplement the Redevelopment Plan, which is Exhibit C hereto. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement.

18.02 **Complete Agreement, Construction, Modification.** This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

18.03 **Limitation of Liability.** No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any

successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

18.04 **Further Assurances.** Developer and City each agree 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, and to accomplish the transactions contemplated in this Agreement.

18.05 **Waivers.** No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement will not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 **Remedies Cumulative.** The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 **Parties in Interest/No Third Party Beneficiaries.** The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will 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. Nothing contained in this Agreement, nor any act of the City or the Developer, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

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

18.09 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 **Counterpart Facsimile Execution.** For purposes of executing this Agreement, a document signed and transmitted by facsimile machine shall be treated as an original document.



The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document shall be re-executed by other parties in original form. No party hereto may raise the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section. This section does not supercede the requirements of Article Seventeen: Notices.

18.11 **Severability.** If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is 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 will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.12 **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.13 **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

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

18.15 **Assignment.** Prior to the issuance by the City to Developer of a Certificate, Developer may not sell, assign or otherwise transfer its interest in this Agreement or the Notes in whole or in part without the written consent of the City; provided, however, that Developer may assign, on a collateral basis, the right to receive City Funds under the Notes to a lender providing Lender Financing, if any, which has been identified to the City as of the Closing Date. Any successor in interest to Developer under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

war, terrorism, 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 will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

**18.18 Exhibits and Schedules.** All of the exhibits and schedules attached hereto are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

**18.19 Business Economic Support Act.** Under the Business Economic Support Act (30 ILCS 760/1 et seq. 2002 State Bar Edition, as amended), if Developer is required to provide notice under the WARN Act, Developer will, 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. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

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

**18.21 Construction of Words.** The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

**18.22 Date of Performance.** If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State law, the date for such performance will be the next succeeding Business Day.

18.23 **Survival of Agreements.** Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

18.24 **Equitable Relief.** In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

18.25 **Venue and Consent to Jurisdiction.** 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 and the United States District Court for the Northern District of Illinois.

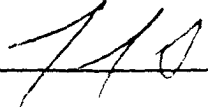
18.26 **Costs and Expenses.** In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

[The remainder of this page is intentionally left  
blank and the signature page follows]

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

**W9/MLM REAL ESTATE LIMITED PARTNERSHIP**

By: W9/MLM Gen-Par, L.L.C., a Delaware limited liability company, its sole general partner

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

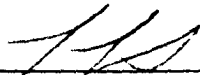
Printed Name:       Roy Lapidus      

Title:       Vice President      

**W9/MLM BRICKYARD, L.L.C.** a Delaware limited liability company

By: W9/MLM Real Estate Limited Partnership, a Delaware limited partnership, its managing member

By: W9/MLM Gen-Par, L.L.C., a Delaware limited liability company, its general partner

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

Name:       Roy Lapidus      

Title:       Vice President      

**CITY OF CHICAGO**

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Commissioner,  
Department of Planning and  
Development

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

**W9/MLM REAL ESTATE LIMITED PARTNERSHIP**

By: W9/MLM Gen-Par, L.L.C., a Delaware limited liability company, its sole general partner

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**W9/MLM BRICKYARD, L.L.C.** a Delaware limited liability company

By: W9/MLM Real Estate Limited Partnership, a Delaware limited partnership, its managing member

By: W9/MLM Gen-Par, L.L.C., a Delaware limited liability company, its general partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CHICAGO**

By: Alicia M. Berg tsz

Name: ALICIA M. BERG

\_\_\_\_\_  
Commissioner,  
Department of Planning and  
Development

STATE OF New York )  
 ) ss  
COUNTY OF New York )

I, Jennifer Wong, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roy Lapidus, personally known to me to be the Vice President (title) of W9/MLM Gen-Par, L.L.C., a Delaware limited liability company which is the sole general partner of W9/MLM Real Estate Limited Partnership, a Delaware limited partnership (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by W9/MLM Gen-Par, L.L.C., a Delaware limited liability company, as his 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 30<sup>th</sup> day of January, 2004.

JW  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

STATE OF New York )  
 ) ss  
COUNTY OF New York )

I, Jennifer Wong, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roy Lapidus, personally known to me to be the Vice President (title) of W9/MLM Brickyard, L.L.C., a Delaware limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his 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 30<sup>th</sup> day of January, 2004.

JW  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

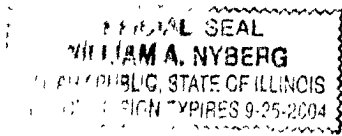
JENNIFER WONG  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK         )

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

GIVEN under my hand and official seal this 30th day of January, 2004.

William A. Nyberg  
Notary Public



My Commission Expires 09/25/04



**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.**

Redevelopment Agreement  
dated as of January 30, 2004

**SCHEDULE A**

**DEFINITIONS**

For purposes of this Agreement the following terms shall have the meanings stated below:

“**Act**” has the meaning defined in Recital B.

“**Actual Residents of the City**” has the meaning defined for such phrase in Section 10.02(c).

“**Affiliate**” means any individual, corporation, partner, partnership, trust or entity which owns or controls a controlling interest, or is owned or controlled by, or is under common ownership or control with, in whole or in part, Developer or any successor to Developer or its respective subsidiary(ies) or parent(s).

“**Agreement**” has the meaning defined in the Agreement preamble.

“**Available Incremental Taxes**” means an amount equal to 97.5% of the Incremental Taxes (as defined below) deposited after the Closing Date in the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund (as defined below) attributable to the taxes levied on the Property, using the year 2001 as a base year for equalized assessed valuation.

“**Available Project Funds**” has the meaning defined for such phrase in Section 5.16(g).

“**Bonds**” has the meaning defined in Section 8.05.

“**Business Day**” means any day other than Saturday, Sunday or a legal holiday in the State.

“**Certificate**” means the Certificate of Completion of Construction described in Section 7.01.

“**Certificate of Expenditure(s)**” means the certificates, in the forms of Exhibits M-1 and M-2 hereto, issued by the City to increase respectively the principal amount of the Notes.

**"Change Order"** means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Section 3.04.

**"City"** has the meaning defined in the Agreement preamble.

**"City Contract"** has the meaning defined in Section 8.01(m).

**"City Council"** means the City Council of the City of Chicago as defined in Recital C.

**"City Funds"** means the funds described in Section 4.03(a).

**"City Group Member"** has the meaning defined in Section 8.10.

**"Closing Date"** means the date of execution and delivery of this Agreement by all parties hereto.

**"Construction Contract"** means that certain contract substantially in the form of Exhibit F, to be entered into between the Developer and the General Contractor (as defined below) providing for construction of the TIF-Funded Improvements. The parties may agree that the Construction Contract may be provided after Closing.

**"Corporation Counsel"** means the City's Office of Corporation Counsel.

**"Developer"** has the meaning defined in the Agreement preamble.

**"Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund"** means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes (as defined below) will be deposited.

**"DPD"** has the meaning defined in the Agreement preamble.

**"Employer(s)"** has the meaning defined in Section 10.01.

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

seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago (as defined below).

**"Equity"** means funds of Developer (other than funds derived from Lender Financing (as defined below)) irrevocably available for the Project, in the amount stated in Section 4.01 hereof, which amount may be increased under Section 4.07 (Cost Overruns).

**"Event of Default"** has the meaning defined in Section 15.01.

**"Existing Mortgages"** has the meaning defined in Section 16.01.

**"Financial Statements"** means the financial statements regularly prepared by Developer, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the lender(s) providing Lender Financing pursuant to Developer's loan agreement(s), if any.

**"General Contractor"** means the general contractor(s) hired by Developer under Section 6.01.

**"Governmental Charge"** has the meaning defined in Section 8.18(a).

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

**"Human Rights Ordinance"** has the meaning defined in Section 10.01(a).

**"In Balance"** has the meaning defined in Section 5.16(g).

**"Incremental Taxes"** means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Diversey/Narragansett Redevelopment Project Area Special Tax Allocation Fund provided, however, that the first \$1,000,000 in Incremental Taxes deposited into such fund will be retained by the City for additional redevelopment projects within the Redevelopment Area.

**"Indemnitee"** and **"Indemnitees"** have the respective meanings defined in Section 13.01.

**"IRR Worksheet"** has the meaning defined in Section 4.04.

**"Labor Department"** has the meaning defined in Section 8.08.

**"Lender Financing"** means funds borrowed by Developer from lenders and available to pay for costs of the Project, in the amount stated in Section 4.01, if any.

**"Mars Brickyard I"** has the meaning defined in Section 4.04(d).

**"Mars Brickyard II"** has the meaning defined in Section 4.04(d).

**"MBE(s)"** means 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.

**"MBE/WBE Program"** has the meaning defined in Section 10.03(a).

**"Municipal Code"** means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

**"Net Leaseable Square Foot Requirement"** has the meaning defined in Section 4.05.

**"New Mortgage"** has the meaning defined in Section 16.01.

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

**"Note"** means, as applicable, either the Project Note or the Redevelopment Note, and **"Notes"** means both such notes.

**"PD"** has the meaning defined in Recital D.

**"Pay-As-You-Go Reimbursement"** has the meaning defined in Section 4.03(e).

**"Permitted Liens"** means those liens and encumbrances against the Building and/or the Project stated in Exhibit H.

**"Permitted Mortgage"** has the meaning defined in Section 16.01.

**"Plans and Specifications"** means final construction documents containing a site plan and working drawings and specifications for the Project.

**"Prior Expenditure(s)"** has the meaning defined in Section 4.06.

**"Project"** has the meaning defined in Recital D.

**"Project Budget"** means the budget stated in Exhibit D-1, showing the total cost of the Project by line item, as furnished by Developer to DPD, in accordance with Section 3.03.

**"Project Note"** means the taxable City of Chicago Tax Increment Allocation Revenue Note R-1 (W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. Redevelopment Project), Taxable Series B to be in the form attached hereto as Exhibit M-2 in the maximum principal amount of up to \$7,000,000 to be issued by the City to Developer on the Closing Date. The Project Note will bear interest at an annual rate of not more than 9.75% and will provide for accrued but unpaid interest to bear interest at the same annual rate, all payable as of each February 1. The payment of the amounts due under the Project Note will be secured only by the Available Incremental Taxes, unless the City, in its sole discretion, elects to use other legally available funds to make payments with respect to the Project Note. The Project Note will have a term ending on the earlier to occur of: (i) 20 years from the date of issuance or (ii) the date on which the Term of the Agreement ends.

**"Property"** has the meaning defined in Recital D.

**"Qualified Transfer of the Project Note"** means the sale or assignment of the Project Note or pledge of the Project Note to a lender providing Lender Financing as long as:

- (a) the City has given its prior written consent to the proposed Qualified Transfer of the Project Note transaction; and
- (b) any sale or assignment is to a "qualified investor" with no view to resale or reassignment; and
- (c) any sale or assignment is subject to the terms and procedures of an acceptable investment letter; and
- (d) any sale, assignment or pledge is for a price that will yield net proceeds or an increase in the Lender Financing, as applicable, in an amount not less than 65% of the principal amount of the transferred Project Note at the time of such sale, assignment or pledge; and
- (e) any such pledge or assignment or sale transaction is of a kind and nature that is reasonably acceptable to the City (which acceptance may, in the Commissioner's reasonable discretion, include a modification of the requirements stated in the preceding clauses (a) through (c)).
- (f) Any holder(s) of the Project Note acquired in a Qualified Transfer of the Project Note transaction must certify to the City that such holder(s) understand the terms and conditions associated with receiving payments of interest and principal on the Project Note.

**"Qualified Transfer of the Redevelopment Note"** means the sale or assignment of the Redevelopment Note or pledge of the Redevelopment Note to a lender providing Lender Financing as long as:

(a) any sale or assignment is to a "qualified investor" with no view to resale or reassignment; and

(b) any sale or assignment is subject to the terms and procedures of an acceptable investment letter; and

(c) any sale, assignment or pledge is for a price that will yield net proceeds or an increase in the Lender Financing, as applicable, in an amount not less than 65% of the principal amount of the transferred Redevelopment Note at the time of such sale, assignment or pledge; and

(d) any such pledge or assignment or sale transaction is of a kind and nature that is reasonably acceptable to the City (which acceptance may, in the Commissioner's reasonable discretion, include a modification of the requirements stated in the preceding clauses (a) through (c)).

**"Redevelopment Area"** means the redevelopment project area as legally described in Exhibit A.

**"Redevelopment Note"** means the City of Chicago Tax Increment Allocation Revenue Note R-1 (W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. Redevelopment Project) Series A to be in the form attached hereto as Exhibit M-1 in the maximum principal amount of up to \$19,500,000 to be issued by the City to Developer on even date when a Certificate is issued under Section 7.01. The Note will bear interest at an annual rate which will be calculated at the date of issuance but will be no greater than 8.75%, and will provide for accrued but unpaid interest to bear interest at the same annual rate, all payable semi-annually as of each February 1 and August 1. Interest on the Redevelopment Note shall not be taxable for federal income tax purposes. The payment of the amounts due under the Redevelopment Note will be secured only by Available Incremental Taxes, unless the City, in its sole discretion, elects to use other legally available funds to make payments with respect to the Redevelopment Note. The Redevelopment Note will have a term ending on the earlier to occur of: (i) 20 years from the date of issuance or (ii) the date on which the Term of the Agreement ends.

**"Redevelopment Note Interest Rate"** has the meaning defined in Section 4.03(d).

**"Redevelopment Note Lock-Out Period"** has the meaning defined in Section 4.03(d).

**"Redevelopment Plan"** has the meaning defined in Recital E.

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

**"Scope Drawings"** means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

**"Site Plan"** has the meaning defined in Recital D.

**"State"** means the State of Illinois as defined in Recital A.

**"Survey"** means an urban plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 45 days prior to the Closing Date, reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

**"Term of the Agreement"** means the period of time commencing on the Closing Date and ending on December 31, 2027, such date being the last day of the calendar year in which taxes levied in the year that is 23 years after the creation of the Redevelopment Area are paid.

**"TIF Adoption Ordinance"** has the meaning stated in Recital C.

**"TIF Bonds"** has the meaning defined for such term in Recital F.

**"TIF Bond Ordinance"** has the meaning stated in Recital F.

**"TIF Bond Proceeds"** has the meaning stated in Recital F.

**"TIF Ordinances"** has the meaning stated in Recital C.

**"TIF-Funded Improvements"** means those improvements of the Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, and (iv) are stated in Exhibit E.

**"Title Company"** means Chicago Title Insurance Company.

**"Title Policy"** means a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with

respect to previously recorded liens against the Project related to Lender Financing, if any, issued by the Title Company.

**“WARN Act”** means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

**“WBE(s)”** means 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.

**“W9/MLM Brickyard, L.L.C.”** has the meaning defined in the Agreement preamble.

**“W9/MLM Real Estate Limited Partnership”** has the meaning defined in the Agreement preamble.



**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.**

Redevelopment Agreement  
dated as of January 30, 2004

**SCHEDULE B**

**ARTICLE TWELVE: INSURANCE REQUIREMENTS**

12.01 **Insurance**. Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) **Prior to Execution and Delivery of this Agreement**

(i) **Workers' Compensation and Employers Liability Insurance**

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

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

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

(b) **Construction**. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, sub-contractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) **Workers Compensation and Employers Liability Insurance**

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

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

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

(iii) Automobile Liability Insurance (Primary and Umbrella)

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

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or rail transit property or within 50 feet of railroad or rail transit property, contractor must provide, or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance

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

(vi) Professional Liability

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

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, sub-contractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

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

(c) Other Insurance Required.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Building. The City is to be named as an additional insured.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Building site. Coverage extensions shall include business interruption/loss of rents, flood and

boiler and machinery, if applicable. The City is to be named as an additional insured.

(d) Other Requirements

- (i) Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer must not be deemed to be a waiver by the City. Developer will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance will not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.
- (ii) The insurance will provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
- (iii) Any and all deductibles or self insured retentions on referenced insurance coverages are borne by Developer.
- (iv) Developer agrees that insurers must waive rights of subrogation against the City, its employees, elected officials, agents, or representatives.
- (v) Developer expressly understands and agrees that any coverages and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities specified within the Agreement documents or by law.
- (vi) Developer expressly understands and agrees that Developer's insurance is primary and any insurance or self insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.

- (vii) The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- (viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the contractor or subcontractors. All contractors and subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.
- (ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.
- (x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

REGISTERED  
NO. R-1

MAXIMUM AMOUNT  
NOT TO EXCEED  
\$7,000,000

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO  
TAX INCREMENT ALLOCATION REVENUE NOTE  
(W9/REAL ESTATE LIMITED PARTNERSHIP  
AND W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT PROJECT), TAXABLE SERIES B**

Registered Owner: W9/MLM Real Estate Limited Partnership, a Delaware Limited Partnership and W9/MLM Brickyard, L.L.C., a Delaware limited liability company, jointly and severally as their respective interests may appear.

Interest Rate: \_\_\_\_% per annum (but not more than 9.75%)

Maturity Date: \_\_\_\_\_, 20\_\_ [Twenty years from closing date]

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the Ordinance hereinafter referred to up to the principal amount of \$7,000,000 and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Interest on accrued but unpaid interest on this Note shall accrue at the Interest Rate per year specified above beginning on \_\_\_\_\_, of each year until paid. Principal of and interest on this Note are payable on February 1st of each year from

a percentage of Available Incremental Taxes as provided in the Redevelopment Agreement (hereinafter defined), to be applied first to accrued and unpaid interest and the balance to principal.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the 15th day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in fully registered form in the aggregate principal amount of advances made from time to time by W9/MLM Real Estate Limited Partnership, a Delaware limited partnership and W9/MLM Brickyard, L.L.C., a Delaware limited liability company (jointly and severally, the "Developer"), of up to \$7,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer in connection with the redevelopment of property in the Diversey/Narragansett Redevelopment Project Area (the "Project Area") in the City, with such redevelopment work and related construction being defined as the "Project", all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) as amended (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) as amended and an Ordinance adopted by the City Council of the City on June 4, 2003 (the "Ordinance"), in all respects as by law required.

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

The principal of this Note is subject to prepayment and redemption at any time without premium or penalty.

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



of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the 15th day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment or redemption has been mailed, nor during a period of 5 days next preceding mailing of a notice of prepayment or redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide. Pursuant to the Redevelopment Agreement dated as of January 30, 2004 (the "Redevelopment Agreement") between the City and Developer, Developer has agreed to construct the Project and to advance funds for the incursion under the TIF Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of \$7,000,000 shall be deemed to be a disbursement of the proceeds of this Note, and the outstanding principal amount of this Note shall be increased by the amount of each such advance from time to time. The principal amount outstanding of this Note shall be the sum of advances made pursuant to certificates of expenditure ("Certificates of Expenditure") executed by the City in accordance with the Redevelopment Agreement, minus any principal amount paid on this Note. The City shall not execute Certificates of Expenditure with respect to this Note that total in excess of \$7,000,000. The principal amount of this Note may be reduced as provided in the Redevelopment Agreement.

Pursuant to Sections 4.03, 4.05 and 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate and suspend payments of principal of and interest on this Note upon the occurrence and continuance of certain events, as described in the Redevelopment Agreement. Such right shall survive any transfer of this Note by the Registered Owner.

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

\_\_\_\_\_  
Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
City Clerk

CERTIFICATE  
OF  
AUTHENTICATION

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

This Note is described in the within mentioned Ordinance and is the \$7,000,000 Tax Increment Allocation Revenue Note (W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. Redevelopment Project), Taxable Series B, of the City of Chicago, Cook County, Illinois.

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

REGISTERED  
NO. R-1

MAXIMUM AMOUNT  
NOT TO EXCEED  
\$19,500,000

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO  
TAX INCREMENT ALLOCATION REVENUE NOTE  
(W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND W9/MLM BRICKYARD, L.L.C.  
REDEVELOPMENT PROJECT), SERIES A**

Registered Owner: \_\_\_\_\_

Interest Rate: \_\_\_% per annum (but not more than 8.75%)

Maturity Date: \_\_\_\_\_, 20\_\_\_ [Twenty years from issuance date]

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the Ordinance hereinafter referred to up to the principal amount of \$19,500,000 and to pay the Registered Owner or registered assigns interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Interest on accrued but unpaid interest on this Note shall accrue at the Interest Rate per year specified above beginning on \_\_\_\_\_ of each year until paid. Principal of and interest on this Note are payable semi-annually on February 1st and August 1st of each year from a percentage of Available Incremental Taxes as provided in the

Redevelopment Agreement (hereinafter defined), to be applied first to accrued and unpaid interest and the balance to principal.

The principal of and interest on this Note are payable in lawful money of the United States of America; and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the 15th day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City.

This Note is issued by the City in fully registered form in the aggregate principal amount of advances made from time to time by W9/MLM Real Estate Limited Partnership, a Delaware limited partnership and W9/MLM Brickyard, L.L.C., a Delaware limited liability company (jointly and severally, the "Developer") of up to \$19,500,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Developer in connection with the redevelopment of property in the Diversey /Narragansett Redevelopment Project Area (the "Project Area") in the City, with such redevelopment work and related construction being defined as the "Project", all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) as amended (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) as amended and an Ordinance adopted by the City Council of the City on June 4, 2003 (the "Ordinance"), in all respects as by law required.

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

The principal of this Note is subject to prepayment and redemption at any time without premium or penalty (except during any Redevelopment Note Lock-Out Period, as defined in the Redevelopment Agreement).

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement,

and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the 15th day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for prepayment or redemption has been mailed, nor during a period of 5 days next preceding mailing of a notice of prepayment or redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide. Pursuant to the Redevelopment Agreement dated as of January 30, 2004 (the "Redevelopment Agreement") between the City and Developer, Developer has agreed to construct the Project and to advance funds for the incursion under the TIF Act of certain eligible redevelopment project costs related to the Project. Such costs up to the amount of \$19,500,000 shall be deemed to be a disbursement of the proceeds of this Note, and the outstanding principal amount of this Note shall be increased by the amount of each such advance from time to time. The principal amount outstanding of this Note shall be the sum of advances made pursuant to certificates of expenditure ("Certificates of Expenditure") executed by the City in accordance with the Redevelopment Agreement, minus any principal amount paid on this Note. The City shall not execute Certificates of Expenditure with respect to this Note that total in excess of \$19,500,000.

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

\_\_\_\_\_  
Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
City Clerk

CERTIFICATE  
OF  
AUTHENTICATION

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

This Note is described in the within mentioned Ordinance and is the \$19,500,000 Tax Increment Allocation Revenue Note (W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C. Redevelopment Project), Series A, of the City of Chicago, Cook County, Illinois.

\_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

**\$19,500,000**  
**Redevelopment Note**  
**Debt Service Schedule**

(ASSIGNMENT)

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

Dated: \_\_\_\_\_  
Registered Owner

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

Signature Guaranteed: \_\_\_\_\_

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

Consented to as of: \_\_\_\_\_

City of Chicago, Illinois

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

Title: \_\_\_\_\_, Department of  
Planning and Development

**BRICKYARD PROJECT  
W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
AND  
W9/MLM BRICKYARD, L.L.C.**

Redevelopment Agreement  
dated as of January 30, 2004

**EXHIBIT M-2**

**FORM OF PROJECT NOTE**

Form of the Project Note for up to a maximum amount of \$7,000,000, and related Certificate of Expenditure are attached to this exhibit cover sheet.

**CERTIFICATE OF EXPENDITURE**

January 30, 2004

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")  
\$7,000,000 Tax Increment Allocation Revenue Note  
(W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.  
Redevelopment Project), Taxable Series B (the "Project Note")

This Certificate is submitted to you, as Registered Owner of the Project Note, pursuant to the Ordinance of the City authorizing the execution of the Project Note adopted by the City Council of the City on June 4, 2003 (the "Ordinance"). All terms used herein shall have the same meanings as when used in the Ordinance.

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

IN WITNESS WHEREOF, the City has caused this Certificate to be signed on its behalf as of \_\_\_\_\_, \_\_\_\_\_.

CITY OF CHICAGO

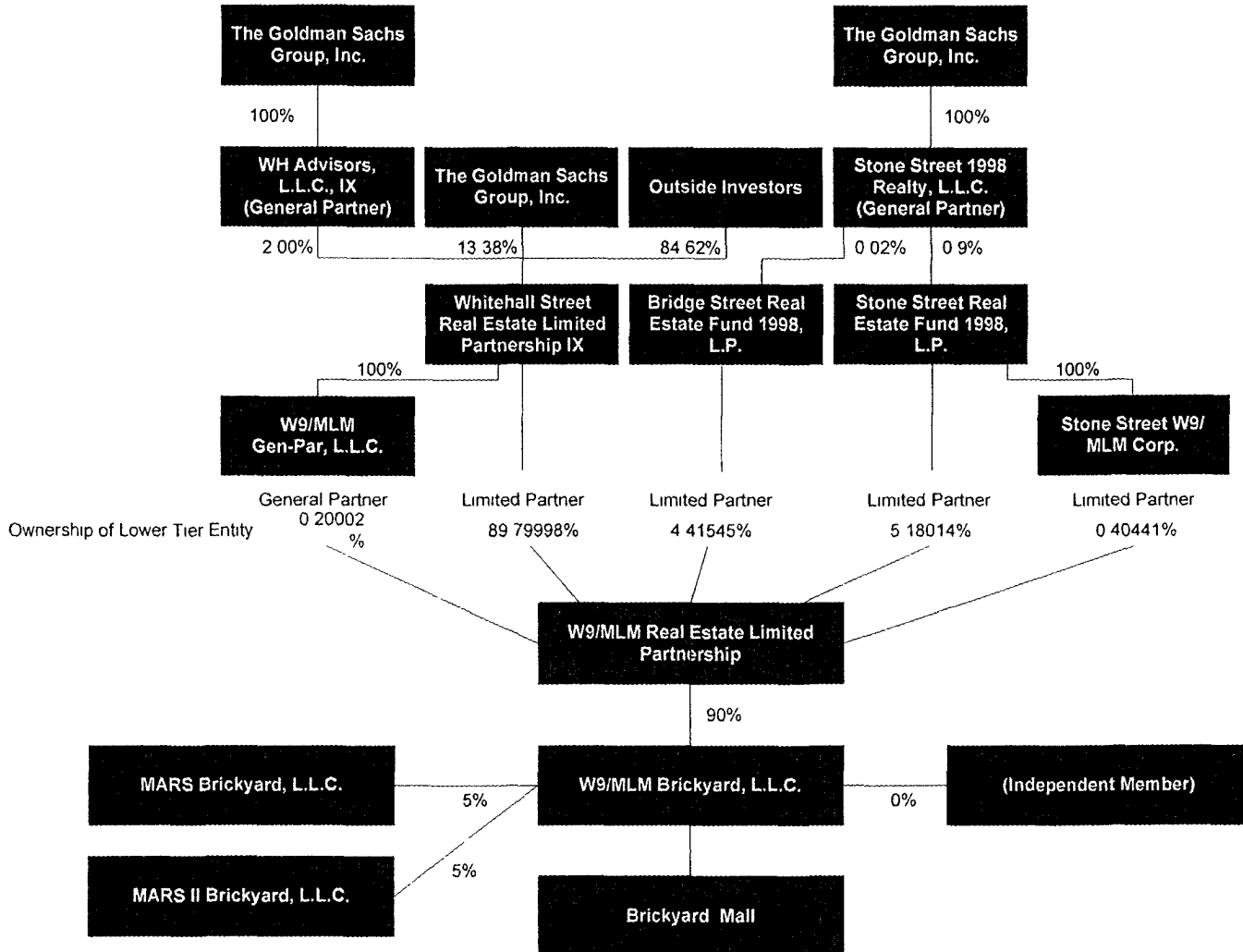
By: \_\_\_\_\_, Commissioner  
Department of Planning and Development

AUTHENTICATED BY:

\_\_\_\_\_  
REGISTRAR

# BRICKYARD MALL OWNERSHIP STRUCTURE

March 8, 2005



Notes: Employees of the Goldman Sachs Group, Inc. own:

- a 99.98% of Bridge Street Real Estate Fund 1998, L.P.
- b 99.10% of Stone Street Real Estate Fund 1998, L.P.

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. THE GOLDMAN SACHS GROUP, INC.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

- B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004
- C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com
- D. Name of contact person: Roy Lapidus
- E. Tax identification number (optional): \_\_\_\_\_



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_.

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):  
TIF Assistance

3. If property involved, list property location:  
6465 West Diversey, Chicago, Illinois

## **SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                      | <input type="checkbox"/> Limited Liability Company       |
| <input checked="" type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship             | <input type="checkbox"/> Not-for-profit corporation      |
|  | (Is the not-for-profit corporation also a 501(c)(3))?    |
|  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> General partnership             | <input type="checkbox"/> Other entity (please specify)   |
| <input type="checkbox"/> Limited partnership             | _____  |

2. State of incorporation or organization, if applicable:  
Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?  
 Yes  No  N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name                          | Title |
|-------------------------------|-------|
| <u>See attached Exhibit A</u> |       |
|                               |       |
|                               |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name       | Business Address | Percentage Interest |
|------------|------------------|---------------------|
| <u>N/A</u> |                  |                     |
|            |                  |                     |
|            |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name  | Business Address | Percentage Interest |
|---|------------------|---------------------|
| <u>There are no shareholders who own shares equal to or in excess of 10% of the Company's outstanding shares. Former partners of The Goldman Sachs Group, Inc. collectively own 13.2% of Common Stock. See attached excerpt from proxy.</u> |                  |                     |
|   |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

N/A

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2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

N/A

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3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

N/A

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b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address                       | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|--|---|---|
| Louik/Schneider & Associates, Inc.                                | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant  | E \$100,000                               |
| Piper Rudnick LLP   | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney  | E \$ 75,000                               |

**CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.**

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.



**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A: The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   B   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.



- C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.


**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

THE GOLDMAN SACHS GROUP, INC.  
(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03  
30th

By:

  
(sign here)


Print or type name of signatory:

Ruslan Rosenberg

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003 at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01700017906  
Qualified in New York County  
Commission Expires Feb 28, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

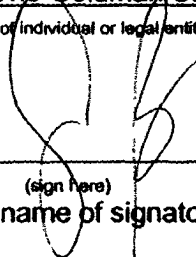
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

The Goldman Sachs Group, Inc.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:



(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Attorney-in-Fact

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

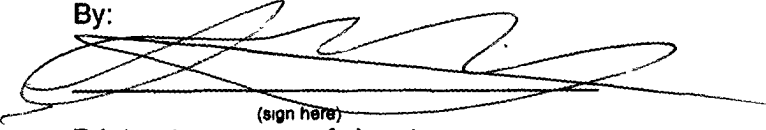
Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with The Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

**THE GOLDMAN SACHS GROUP, INC.**  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 2, 2005

By:



(sign here)

Print or type name of signatory:

\_\_\_\_\_

Title of signatory:

Subscribed to before me on [date] 2nd of March 2005 at New York County, New York [state].

Laura Barnau Notary Public.

Commission expires: May 2, 2007.

LAURA BARNAU  
Notary Public State of New York  
No. 01BA6092187  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires May 12 2007

**THE GOLDMAN SACHS GROUP, INC.**

**Board of Directors (as of February 2005)**

Henry M. Paulson, Jr. - Chairman and Chief Executive Officer  
Lloyd C. Blankfein - President and Chief Operating Officer  
Lord Browne of Madingley  
John H. Bryan  
William W. George  
James A. Johnson  
Ruth J. Simmons  
Edward M. Liddy  
Claes Dahlback  
Lois D. Juliber  
John F. W. Rogers - Secretary to the Board

**Executive Officers (as of February 2005)**

Henry M. Paulson, Jr. - Chairman of the Board and Chief Executive Officer  
Lloyd C. Blankfein - President and Chief Operating Officer  
Robert S. Kaplan - Vice Chairman  
Suzanne M. Nora Johnson- Vice Chairman  
David A. Viniar - Executive Vice President and Chief Financial Officer  
Gregory K. Palm - Executive Vice President, General Counsel and Secretary of the Corporation  
Esta E. Stecher - Executive Vice President, General Counsel and Secretary of the Corporation  
Kevin W. Kennedy - Executive Vice President-Human Capital Management  
Alan M. Cohen – Executive Vice President and Global Head of Compliance  
Edward C. Forst – Executive Vice President and Chief Administrative Officer



# **GOLDMAN SACHS GROUP INC/** (GS)

85 BROAD ST  
NEW YORK, NY 10004  
212. 902.1000  
<http://www.goldmansachs.com/>

## **DEF 14A**

**DEFINITIVE PROXY STATEMENT**  
Filed on 02/24/2005 - Period: 04/06/2005  
File Number 001-14965

**GSI**



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certain directors, officers or employees of Goldman Sachs or its affiliates telephonically, electronically or by other means of communication and by Georgeson Shareholder Communications Inc., which we have hired to assist in the solicitation and distribution of proxies. Directors, officers and employees will receive no additional compensation for such solicitation, and Georgeson will receive a fee of \$9,000 for its services. We will reimburse brokers, including GS&Co., and other nominees for costs incurred by them in mailing proxy materials to beneficial owners in accordance with applicable rules.

#### **Availability of Certain Documents**

A copy of our 2004 Annual Report to Shareholders is enclosed and a copy of our Policy Regarding Director Independence Determinations is attached as Annex A to this Proxy Statement. **You also may obtain a copy of these documents, our 2004 Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the "SEC"), our Corporate Governance Guidelines, our Code of Business Conduct and Ethics and the charters for our Audit, Compensation and Corporate Governance and Nominating Committees, without charge, by writing to: The Goldman Sachs Group, Inc., 85 Broad Street, 17th Floor, New York, New York 10004, Attn: Investor Relations.** All of these documents also are available through our website at [http://www.gs.com/investor\\_relations](http://www.gs.com/investor_relations).

#### **Voting Arrangements**

**Shareholders' Agreement.** All employees of Goldman Sachs who participate in The Goldman Sachs Partner Compensation Plan (the "Partner Compensation Plan") and The Goldman Sachs Restricted Partner Compensation Plan (the "Restricted Partner Compensation Plan") are covered persons under our Shareholders' Agreement. The Shareholders' Agreement, among other things, restricts voting of the shares of Common Stock of which a party to the Shareholders' Agreement is the sole beneficial owner (including for this purpose shares of Common Stock held in a joint account with the person's spouse, but excluding any shares acquired pursuant to The Goldman Sachs Employees' Profit Sharing Retirement Income Plan) ("Voting Shares"). The committee that administers the Shareholders' Agreement (the "Shareholders' Committee") may, under certain circumstances, waive the voting provisions of the Shareholders' Agreement.

Prior to any vote of the shareholders of Goldman Sachs, the Shareholders' Agreement requires a separate, preliminary vote of the Voting Shares on each matter on which a vote of the shareholders is proposed to be taken. In elections of directors, each Voting Share will be voted in favor of the election of those persons, equal in number to the number of such positions to be filled, receiving the highest numbers of votes cast by the Voting Shares in the preliminary vote. In other matters, each Voting Share will be voted at the Annual Meeting in accordance with the majority of the votes cast by the Voting Shares in the preliminary vote.

If you are a party to the Shareholders' Agreement, you previously gave an irrevocable proxy to the Shareholders' Committee to vote your Voting Shares at the Annual Meeting, and you directed that the proxy be voted in accordance with the preliminary vote. You also authorized the holder of the proxy to vote on other matters that come before the Annual Meeting as the holder sees fit in his or her discretion in a manner that is not inconsistent with the preliminary vote or that does not frustrate the intent of the preliminary vote.

As of February 7, 2005, 41,718,738 of the outstanding shares of Common Stock are Voting Shares for purposes of the Shareholders' Agreement (approximately 8.7% of the outstanding shares of Common Stock entitled to vote at the Annual Meeting). The preliminary vote with respect to the Voting Shares will be concluded on or about March 25, 2005.

The Shareholders' Agreement will continue in effect until the earlier of January 1, 2050 and the time it is terminated by the vote of 66 <sup>2</sup>/<sub>3</sub>% of the covered shares (as defined in the Shareholders' Agreement).

Common Stock. The group consisting of all directors, nominees, Named Executive Officers and other executive officers beneficially owned approximately 3.1% of the outstanding shares of Common Stock (2.6% not including fully vested RSUs and fully vested Options).

- (c) Excludes any shares of Common Stock subject to the Shareholders' Agreement that are owned by other parties to the Shareholders' Agreement. While each of our Named Executive Officers is a party to the Shareholders' Agreement and each of Messrs. Paulson, Blankfein and Kaplan is a member of the Shareholders' Committee, each Named Executive Officer disclaims beneficial ownership of the shares of Common Stock subject to the Shareholders' Agreement, other than those specified above for each such person individually. See "Introduction — Voting Arrangements" for a discussion of the Shareholders' Agreement.

Includes shares of Common Stock beneficially owned by certain estate planning vehicles of our Named Executive Officers, as follows. Mr. Vinjar — 62,093; and Ms. Nora Johnson — 537,083.

Includes shares beneficially owned by certain trusts, the sole trustees of which are the spouses of the Named Executive Officers and the sole beneficiaries of which are immediate family members of the Named Executive Officers, as follows: Mr. Blankfein — 113,511, and Mr. Vinjar — 4,000. Each Named Executive Officer disclaims beneficial ownership of these shares.

Includes shares of Common Stock beneficially owned by the private charitable foundations of certain of our Named Executive Officers, as follows: Mr. Blankfein — 5,919; Mr. Vinjar — 30,000; and Mr. Kaplan — 10,000. Each Named Executive Officer disclaims beneficial ownership of these shares.

- (d) Each current executive officer is a party to the Shareholders' Agreement and each disclaims beneficial ownership of the shares of Common Stock subject to the Shareholders' Agreement that are owned by other parties to the Shareholders' Agreement. See "Introduction — Voting Arrangements" for a discussion of the Shareholders' Agreement.

Includes an aggregate of 764,493 shares of Common Stock beneficially owned by the estate planning vehicles of certain of our executive officers.

Includes an aggregate of 144,536 shares beneficially owned by certain trusts, the sole trustees of which are the spouses of certain of our executive officers and the sole beneficiaries of which are immediate family members of such executive officers. Each such executive officer disclaims beneficial ownership of these shares.

Includes an aggregate of 102,252 shares of Common Stock beneficially owned by the private charitable foundations of certain of our executive officers. Each such executive officer disclaims beneficial ownership of these shares.

#### Beneficial Owners of More Than Five Percent

Based on filings made under Section 13(d) and Section 13(g) of the U.S. Securities Exchange Act of 1934, as amended, as of February 7, 2005, the only persons known by us to be beneficial owners of more than 5% of our Common Stock were as follows:

| Name and Address of Beneficial Owner  | Number of Shares<br>of Common Stock<br>Beneficially Owned | Percent<br>of Class |
|---|---|---------------------|
| Parties to Shareholders' Agreement<br>c/o The Goldman Sachs Group, Inc.<br>85 Broad Street New York, New York 10004 | 66,667,057 (a)  | 13.2%               |

- (a) Each person who is a party to the Shareholders' Agreement disclaims beneficial ownership of the shares subject to the Shareholders' Agreement held by any other party to the agreement. As of February 7, 2005, 41,718,738 of the outstanding shares of Common Stock that are held by parties to the Shareholders' Agreement are subject to the voting provisions of the Shareholders' Agreement. See "Introduction — Voting Arrangements."

## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

### WHO MUST SUBMIT AN EDS:

1. **Applicants**: Any individual or entity (the "**Applicant**") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant**: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. WHITEHALL STREET REAL ESTATE LIMITED PARTNERSHIP IX

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: Roy.Lapidus@gs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):  
TIF Assistance

3. If property involved, list property location:  
6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name                           | Business Address | Percentage Interest |
|--------------------------------|------------------|---------------------|
| See Exhibit A attached hereto. |                  |                     |
|                                |                  |                     |
|                                |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |



b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A: The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an Applicable Party");
- any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.



**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   C   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract; making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

- C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.



CERTIFICATION

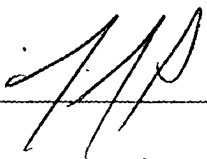
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

WHITEHALL STREET REAL ESTATE  
LIMITED PARTNERSHIP IX

Date: 10/27/03

(Print or type name of individual or legal entity submitting this EDS)

By:

  
(sign here)


Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state]:

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

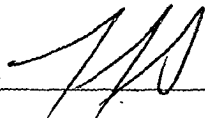
**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

WHITEHALL STREET REAL ESTATE LIMITED PARTNERSHIP IX Date: 1/30/07  
(Print or type name of individual or legal entity submitting this recertification)

By:

  
\_\_\_\_\_  
(sign here)


Print or type name of signatory:

Roy Lapidus

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] Jan 30, 2007, at New York County,  
New York [state].

  
\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Whitehall Street Real Estate Limited Partnership IX

Date: March 31, 2005

(Print or type name of individual or legal entity submitting this recertification)

By:



\_\_\_\_\_

(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President, WH Advisors, L.L.C. IX, general partner

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

\_\_\_\_\_  
 Notary Public.

Commission expires: \_\_\_\_\_

Whitehall Street Real Estate Limited Partnership IX

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

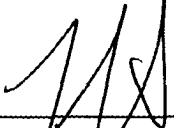
**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Redevelopment of 1 <sup>Brickyard</sup> [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

**WHITEHALL STREET REAL ESTATE LIMITED PARTNERSHIP IX** Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:   
\_\_\_\_\_  
(sign here)  
Print or type name of signatory:

\_\_\_\_\_  
**Roy Lapidus**  
**Vice President**  
Title of signatory: WH Advisors, L.L. C. IX, general partner

Subscribed to before me on [date] March 1, 2005, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007  
Ver 6/23/03

**EXHIBIT A**

|   |  |    |
|---|--|----|
| W H. Advisors, L.L.C. IX<br>(General Partner) | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | 2% |
|---|--|----|

|  |                                    |          |
|--|------------------------------------|----------|
| The Goldman Sachs Group, Inc.<br>(Limited Partner) | 85 Broad Street New York, NY 10004 | 13.3846% |
|--|------------------------------------|----------|

The remaining 84.6154% is held by institutional and individual investors. For a list of the institutional investors see below. With regard to the individual investors, please see Exhibit B.

| <b>Institutional Investor Name</b>                                 | <b>Percent of Fund</b> |
|--|------------------------|
| WH Advisors, L.L.C. IX (General Partner)                           | 2.0000%                |
| The Goldman Sachs Group, Inc. (Special Limited Partner)            | 13.3846%               |
| Bell Atlantic Master Trust   | 6.1538%                |
| Utah Retirement Systems  | 6.1538%                |
| The IBM Personal Pension Plan Trust                                | 6.1538%                |
| Weyerhaeuser Company Master Retirement Trust                       | 4.6154%                |
| State of Wisconsin Investment Board                                | 4.6154%                |
| Daimler Chrysler Corporation Master Retirement Trust               | 3.0769%                |
| Public Employees Retirement Association of Colorado                | 3.0769%                |
| Bayridge, Inc.   | 2.1538%                |
| The Robert Wood Johnson Foundation                                 | 1.5385%                |
| The Trustees of Columbia University in the City of New York        | 1.5385%                |
| Honeywell Master Pension Trust                                     | 1.5385%                |
| Northwestern University  | 1.5385%                |
| The Sumitomo Bank, Ltd. Cayman Branch                              | 1.2308%                |
| The United Technologies Corporation Master Retirement Trust        | 1.2308%                |
| Lilly Retirement Plan Master Trust                                 | 1.2308%                |
| International Bank for Reconstruction and Development              | 1.2308%                |
| Atlantic Equity Corporation  | 0.6154%                |
| Dow Employees Pension Plan   | 0.6154%                |
| Hewlett-Packard Company DPSP & RP & the Agilent Technologies, Inc. | 0.4923%                |
| BAC Equity Partners V, Inc.  | 0.3077%                |
| Yates Petroleum Corporation  | 0.3077%                |
| Interpool, Inc.  | 0.1846%                |
| J. Breed Holdings, Inc.  | 0.1846%                |
| A.C. Israel Enterprises, Inc.                                      | 0.1231%                |
| Harbison-Fischer, Inc.   | 0.1231%                |
| Cemar, Inc.  | 0.0923%                |
| Yates Drilling Co.   | 0.0615%                |
| <b>Total Institutional Percentage of Fund</b>                      | <b>63.5692%</b>        |

## **EXHIBIT B**

### **Affidavit Concerning Individual Investors**

I, Roy Lapidus, Vice President of WH Advisors, L.L.C., IX, the general partner of Whitehall Street Real Estate Limited Partnership IX, hereby states under oath the following:

1. Whitehall Street Real Estate Limited Partnership IX (“Whitehall”) owns 89.991% of W9/MLM Real Estate Limited Partnership (the “Developer”).

2. Developer is the owner of, and is undertaking to redevelop, the property located at 6465 West Diversey, commonly known as Brickyard Mall.

3. There are 289 individuals and/or families (the “Individual Investors”) that invest in Whitehall and the aggregate interest of said Individual Investors in Whitehall is 36.4308%.

4. The average interest owned by each of the Individual Investors is 0.1261%, which represents a 0.1135% interest in Developer.

5. Of the 289 Individual Investors, the individual and/or family with the largest percentage interest in Whitehall owns 1.2308% of Whitehall, which represents a 1.108% interest in Developer.

6. Of the Individual Investors, 16 are residents of the City of Chicago (the “Chicago Individual Investors”) and the Chicago Individual Investors collectively own a 3.0462% interest in Whitehall and a 2.7413% interest in Developer.

7. None of the Chicago Individual Investors has had a “business relationship,” with any City elected officials in the 12 months before the date of this Economic Disclosure Statement. As used herein, “business relationship” means any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a “financial interest,” with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a “financial interest” does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his or her office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” does not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning input relating to the relationship between that entity and the City.

8. No official or employee of the City of Chicago has a financial interest in his or her own name or in the name of any other person in the contract, work, business or transaction that is the subject of the EDS and, unless sold pursuant to a process of competitive bidding, no City elected official or employee has a financial interest in his or her own name or in the name of any other person in the purchase of any property that belongs to the City or is sold for taxes or assessments or is sold by virtue of legal process at the suit of the City and no prohibited financial interest in the contract, work, business or transaction that is the subject of this EDS will be acquired by any City official or employee.

9. None of the Chicago Individual Investors is delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are any of the Chicago Individual Investors delinquent in paying any fine, fee, tax or other charge owed to the City. This includes water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

10. None of the Chicago Individual Investors has in the past five years been found in violation of any City, state or federal environmental law or regulation.

11. None of the Chicago Individual Investors has been declared in arrearage on any child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction, nor have any such orders been issued declaring any of the Chicago Individual Investors in arrearage on child support obligations.

12. None of the Chicago Individual Investors (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government, (b) have within the past five years been convicted of a criminal offense, adjudged guilty or had a civil judgment rendered against them in connection with (i) obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) a violation of federal or state antitrust statutes; (iii) fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (b) above; (d) have not in the past five years had one or more public transactions (federal, state or local) terminated for cause or default; and (e) have not in the past five years been convicted, adjudged guilty or found liable in a civil proceeding in any criminal or civil action instituted by the City or by the federal government, any state or any other unit of local government.

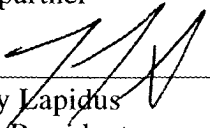
13. None of the Chicago Individual Investors during the past five years has (a) bribed or attempted to bribe or been convicted or adjudged guilty of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States of America; (b) agreed or colluded with other bidders or prospective bidders or been a party to such agreement or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement or bid a fixed price or otherwise; or (c) made an admission


of such conducted described in (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct.

14. None of the Chicago Individual Investors is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (a) bid-rigging in violation of 720 ILCS 5/33E-3; (b) bid-rotating in violation of 720 ILCS 5/33E-4; or (c) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

WHITEHALL STREET REAL ESTATE LIMITED PARTNERSHIP IX,  
a Delaware limited partnership

By: WH Advisors, L.L.C. IX, a Delaware limited liability company,  
its general partner

By:  \_\_\_\_\_  
Name: Roy Lapidus  
Title: Vice President

Subscribed to before me (date) March 3, 2005, at New York County,  
New York (state).  Notary  
Public. Commission expires: \_\_\_\_\_.

JENNIFER WONG  
Notary Public, State of New York  
No. 01306087900  
111 Madison Street, 10th Floor  
New York, NY 10017



### EXHIBIT C

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: 3/6/05

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. M Advisors, L.L.C., IX

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
M9/MLM Real Estate Limited Partnership and M9/MLM Brickyard, L.L.C.

- B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004
- C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com
- D. Name of contact person: Roy Lapidus
- E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):  
TIF Assistance

3. If property involved, list property location:  
6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

N/A

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2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

N/A

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3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
|------|------------------|---------------------|

|                               |                                     |      |
|-------------------------------|-------------------------------------|------|
| The Goldman Sachs Group, Inc. | 85 Broad Street, New York, NY 10004 | 100% |
|-------------------------------|-------------------------------------|------|

No managers. The Goldman Sachs Group, Inc. is the sole managing member.

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b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors; partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

**B. The certifications in subparts B and D concern:**

- the Undersigned;
- any party participating in the performance of the Matter ("an Applicable Party");
- any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter.

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (Living Wage Ordinance).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |



4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains avoidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit A attached hereto.

   2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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*[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]*

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflll.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

## EXHIBIT A

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*


**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

WH Advisors, L.L.C. IX  
(Print or type name of individual or legal entity submitting this EDS)

Date: 3/3/05

By:

  
\_\_\_\_\_  
(sign here)

Print or type name of signatory:

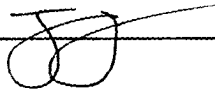
Roy Lapidus

Title of signatory:

Vice President

Subscribed to before me on [date] March 3, 2005 at New York County,

New York [state]

 \_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_

LENNIEER WONG  
Notary Public, State of New York  
No. 31365407223  
Commission Expires Feb. 23, 2007



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

\_\_\_\_\_  
WH Advisors, L.L.C., IX  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:

\_\_\_\_\_  
(sign here)  
Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

\_\_\_\_\_  
Notary Public.  
Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01001007006  
Commission Expires 03/31/2007

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. STONE STREET 1998 REALTY, L.L.C.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

- B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004
- C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com
- D. Name of contact person: Roy Lapidus
- E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_.

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):  
TIF Assistance

3. If property involved, list property location:  
6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation           |
|   | (Is the not-for-profit corporation also a 501(c)(3))?         |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)        |
| <input type="checkbox"/> Limited partnership  | _____   |

2. State of incorporation or organization, if applicable:  
Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?  
 Yes  No  N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name  | Title |
|-------|-------|
| N/A   |       |
| _____ |       |
| _____ |       |
| _____ |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name  | Business Address | Percentage Interest |
|-------|------------------|---------------------|
| N/A   |                  |                     |
| _____ |                  |                     |
| _____ |                  |                     |
| _____ |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name  | Business Address | Percentage Interest |
|-------|------------------|---------------------|
| N/A   |                  |                     |
| _____ |                  |                     |
| _____ |                  |                     |
| _____ |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
 For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
 a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name  | Business Address   | Percentage Interest |
|---|--------------------|---------------------|
| The Goldman Sachs   | c/o Goldman Sachs  | 100%                |
| Group, Inc.   | 85 Broad Street    |                     |
|   | New York, NY 10004 |                     |
| No managers. The Goldman Sachs Group, Inc. is the sole managing member. |                    |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A: The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an Applicable Party");
- any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
  4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

- 1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes                       No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes                       No

- 3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name  | Business Address | Nature of Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____              |
| _____ | _____            | _____              |
| _____ | _____            | _____              |



4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   A   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract; making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**EXHIBIT A**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned' good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

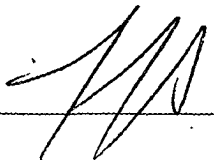
**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

STONE STREET 1998 REALTY, L.L.C.  
(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03

By:

  
\_\_\_\_\_  
(sign here)

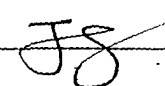
Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 \_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

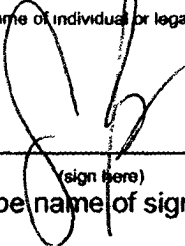
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Stone Street 1998 Realty, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:



(sign here)  
Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

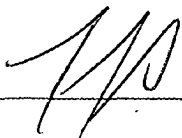
**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET 1998 REALTY L.L.C. Date: 1/30/04  
(Print or type name of individual or legal entity submitting this recertification)

By:   
\_\_\_\_\_  
(sign here)

Print or type name of signatory:

Roy Lapidus

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] Jan 30, 2004, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

STONE STREET 1998  
REALTY L.L.C.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

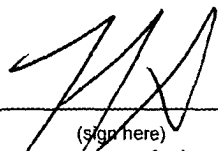
This recertification is being submitted in connection with Redevelopment of Brickyard [Identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET 1998 REALTY L.L.C.

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



(sign here)

Print or type name of signatory:

Roy Lapidus  
Vice President

Title of signatory:

Subscribed to before me on [date] March 1, 2005, at New York County, New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06687906  
Qualified in New York County  
Commission Expires Feb 23 2007  
Ver 6/23/03

|                     |
|---------------------|
| <u>FOR CITY USE</u> |
| AFFIDAVIT NO. _____ |

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. BRIDGE STREET REAL ESTATE FUND 1998, L.P.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@qs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name                           | Business Address | Percentage Interest |
|--------------------------------|------------------|---------------------|
| See exhibit A attached hereto. |                  |                     |
|                                |                  |                     |
|                                |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |



b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to **Applicable Parties**, the term **Affiliated Entity** means an individual or entity that directly or indirectly controls the **Applicable Party**, is controlled by it, or, with the **Applicable Party**, is under common control of another individual or entity;
- any responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** or any other official, agent or employee of the Undersigned, any **Applicable Party** or any **Affiliated Entity**, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** (collectively "**Agents**").

Neither the Undersigned, nor any **Applicable Party**, nor any **Affiliated Entity** of either the Undersigned or any **Applicable Party** nor any **Agents** have, during the five years before the date this EDS is signed, or, with respect to an **Applicable Party**, an **Affiliated Entity**, or an **Affiliated Entity** of an **Applicable Party** during the five years before the date of such **Applicable Party's** or **Affiliated Entity's** contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
  4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.



**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

\_\_\_\_\_ is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   B   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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*[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]*

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract; making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

- BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**
- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
  - 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
    - a. any cash gift or any anonymous gift; and
    - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
  - 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
  - 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
  - 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
  - 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.




CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

BRIDGE STREET REAL ESTATE  
FOND 1998, L.P.  
(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03

By:

(sign here) 

Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

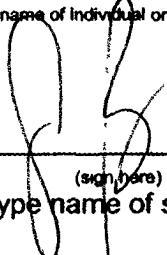
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Bridge Street Real Estate Fund 1998, L.P.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:



(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President, Stone Street 1998 Realty L.L.C.

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [Identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

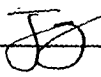
BRIDGE STREET REAL ESTATE FUND 1998, L.P. Date: 1/30/04  
(Print or type name of individual or legal entity submitting this recertification)

By:   
\_\_\_\_\_  
(sign here)

Print or type name of signatory:  
Roy Lapidus

Title of signatory:  
Authorized Signatory

Subscribed to before me on [date] Jan. 30, 2004, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

BRIDGE STREET REAL ESTATE  
FUND 1998, L.P.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

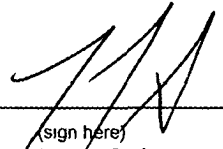
This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

BRIDGE STREET REAL ESTATE FUND 1998, L.P.

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



Print or type name of signatory:

Roy Lapidus  
~~Vice President~~

Title of signatory: Stone Street 1998 Realty, L.L.C.,  
general partner

Subscribed to before me on [date] March 1, 2005, at New York County,  
New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W05087906  
Qualified in New York County  
Ver. Commission Expires Feb. 24, 2007

**EXHIBIT A**

**Bridge Street Real Estate Fund 1998, L.P.**

|  |  |        |
|--|--|--------|
| Stone Street 1998 Realty L.L.C.<br>(General Partner) | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | .02%   |
| The Goldman Sachs employees<br>(Limited Partner)     | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | 99.98% |

## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. STONE STREET REAL ESTATE FUND 1998, L.P.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name                           | Business Address | Percentage Interest |
|--------------------------------|------------------|---------------------|
| See Exhibit A attached hereto. |                  |                     |
|                                |                  |                     |
|                                |                  |                     |
|                                |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.



Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors; partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an Applicable Party");
- any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
  4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

---



---



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---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

---

---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit B attached hereto.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.



C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

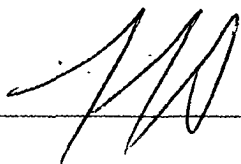
CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

STONE STREET REAL ESTATE FUND 1998, L.P.  
(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03

By:



(sign here)


Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

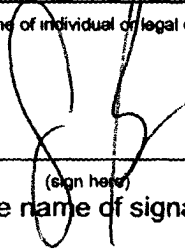
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Stone Street Real Estate Fund 1998, L.P.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:




Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President, Stone Street 1998 Realty L.L.C.

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

 Notary Public.  
Commission expires: \_\_\_\_\_

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

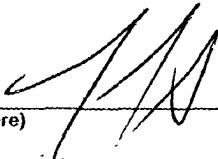
**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET REAL ESTATE FUND 1998, L.P. Date: 1/30/04  
(Print or type name of individual or legal entity submitting this recertification)

By:

  
\_\_\_\_\_  
(sign here)

Print or type name of signatory:

Roy Lapidus

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] Jan. 30, 2004, at New York County,  
New York [state].

 \_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET REAL ESTATE FUND 1998, L.P.

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



\_\_\_\_\_

(sign here)

Print or type name of signatory:

Roy Lapidus

Vice President

Title of signatory:

Stone Street 1998 Realty, L.L.C.  
general partner

Subscribed to before me on [date] March 1, 2005, at New York County, New York [state].



Notary Public.

Commission expires: \_\_\_\_\_.

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**EXHIBIT A**

**Stone Street Real Estate Fund 1998, L.P.**

|  |  |       |
|--|--|-------|
| Stone Street 1998 Realty L.L.C.<br>(General Partner) | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | .9%   |
| The Goldman Sachs employees<br>(Limited Partner)     | c/o Goldman Sachs<br>85 Broad Street New York, NY 10004    | 99.1% |



## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned' good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

|                     |
|---------------------|
| FOR CITY USE        |
| AFFIDAVIT NO. _____ |

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. STONE STREET W9/MLM CORP.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

## **SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3)?)

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**IF THE UNDERSIGNED IS A CORPORATION:**

a List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name Title

See Exhibit B attached hereto

b(1) If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name Business Address Percentage Interest

b(2) If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name Business Address Percentage Interest

4

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name                     | Business Address   | Percentage Interest |
|--------------------------|--------------------|---------------------|
| Stone Street Real Estate | c/o Goldman Sachs  | 100%                |
| Fund 1998, L.P.          | 85 Broad Street    |                     |
|                          | New York, NY 10004 |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
 For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
 a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

- 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
- 4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- 2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

\_\_\_\_\_ is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name  | Business Address | Nature of Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____              |
| _____ | _____            | _____              |
| _____ | _____            | _____              |



4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains avoidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   A   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                     No                     N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                     No                     N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                     No                     N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

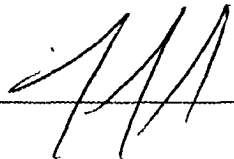
E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

STONE STREET W9/MLM CORP.  
(Print or type name of individual or legal entity submitting this EDS)


Date: 10/27/03

By: \_\_\_\_\_  
(sign here) 

Print or type name of signatory:  
ROY LAPIDUS

Title of signatory:  
AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 \_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Stone Street W9/MLM Corp.

Date: March 31, 2005

(Print or type name of individual or legal entity submitting this recertification)

By:



(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

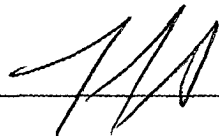
**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET W9/MLM CORP. Date: 1/30/04  
(Print or type name of individual or legal entity submitting this recertification)

By:

  
\_\_\_\_\_  
(sign here)

Print or type name of signatory:

Roy Lapidus

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] Jan. 30, 2004, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

STONE STREET W9/MLM  
CORP.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

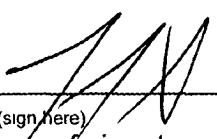
This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

STONE STREET W9/MLM CORP.

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



(sign here)

Print or type name of signatory:

Roy Lapidus  
Vice President

Title of signatory:

Subscribed to before me on [date] March 1, 2005, at New York County, New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

## EXHIBIT A

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

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## EXHIBIT B

## Officers

## STONE STREET W9 / MLM CORP.

| Name                   | Title               |
|------------------------|---------------------|
| Rothenberg, Stuart M   | Director            |
| Rothenberg, Stuart M   | President           |
| Adler, Ben I           | Vice President      |
| Bloomer, Kavin C       | Vice President      |
| Brooks, Adam J         | Vice President      |
| Burban, Elizabeth M    | Vice President      |
| Camu, Philippe         | Vice President      |
| Checoury, Yves         | Vice President      |
| Collyer, Brian         | Vice President      |
| Cramer, Brahm S        | Vice President      |
| Cutaia, Giovanni       | Vice President      |
| Deblieck, Tracy        | Vice President      |
| Franco, Jon J          | Vice President      |
| Garman, James R        | Vice President      |
| Grannoble, Todd P      | Vice President      |
| Goodwin, Larry J       | Vice President      |
| Herault, Benoit        | Vice President      |
| Irani, Zubin P         | Vice President      |
| Karr, Jerome S         | Vice President      |
| Kava, Alan S           | Vice President      |
| Langer, Jonathan A     | Vice President      |
| Lapidus, Roy I         | Vice President      |
| Metz, Justin           | Vice President      |
| Naughton, Kevin D      | Vice President      |
| Obey, Paul             | Vice President      |
| Papadakis, Eleni       | Vice President      |
| Petrow, Penny          | Vice President      |
| Pourtales, Jean De     | Vice President      |
| Powers, Richard        | Vice President      |
| Rothenberg, Stuart M   | Vice President      |
| Sacerdote, Peter M     | Vice President      |
| Sakakeeny, George      | Vice President      |
| Scesney, Josephine     | Vice President      |
| Siskind, Edward M      | Vice President      |
| Tribolet, Patrick J    | Vice President      |
| Tsar, Teresa           | Vice President      |
| Voutsinas, Christopher | Vice President      |
| Williams, Todd A       | Vice President      |
| Zucker, Lauren         | Vice President      |
| Naughton, Kevin D      | Secretary           |
| Naughton, Kevin D      | Treasurer           |
| Burban, Elizabeth M    | Assistant Secretary |
| Cramer, Brahm S        | Assistant Secretary |
| Herault, Benoit        | Assistant Secretary |
| Karr, Jerome S         | Assistant Secretary |
| Langer, Jonathan A     | Assistant Secretary |
| O'Toole, Beverly L     | Assistant Secretary |
| Obey, Paul             | Assistant Secretary |

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|                           |                     |
|---------------------------|---------------------|
| <u>Powers, Richard</u>    | Assistant Secretary |
| <u>Stecher, Esta E</u>    | Assistant Secretary |
| <u>Stingl, Richard J</u>  | Assistant Secretary |
| <u>Tropp, Matthew E</u>   | Assistant Secretary |
| <u>Isai, Teresa</u>       | Assistant Secretary |
| <u>Weiss Mitchell S</u>   | Assistant Secretary |
| <u>Williams, Todd A</u>   | Assistant Secretary |
| <u>Scesney, Josephine</u> | Assistant Treasurer |
| <u>Siskind, Edward M</u>  | Assistant Treasurer |
| <u>Stecher, Esta E</u>    | Assistant Treasurer |
| <u>Stingl, Richard J</u>  | Assistant Treasurer |
| <u>Weil, David M</u>      | Assistant Treasurer |
| <u>Weiss, Mitchell S</u>  | Assistant Treasurer |
| <u>Williams, Todd A</u>   | Assistant Treasurer |

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.**

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. W9/MLM GEN-PAR, L.L.C.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Real Estate Limited Partnership and W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@qs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_.

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

#### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

##### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation           |
|   | (Is the not-for-profit corporation also a 501(c)(3))?         |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)        |
| <input type="checkbox"/> Limited partnership  | _____   |

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A



**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
 For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
 a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name  | Business Address   | Percentage Interest |
|---|--|---------------------|
| Whitehall Street Real Estate Limited Partnership IX | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | 100%                |

No managers; Whitehall Street Real Estate Limited Partnership IX is the sole managing member.

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

**CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.**

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A: The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;



3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public-employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:
- | Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit A attached hereto.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every



aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

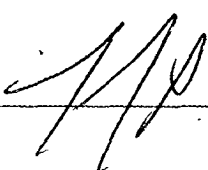
CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

W9/MLM GEN-PAR, L.L.C.  
(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03

By:

  
(sign here)


Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007


**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [Identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM GEN-PAR, L.L.C. Date: 1/30/04  
(Print or type name of individual or legal entity submitting this recertification)

By: \_\_\_\_\_  
(sign here) 

Print or type name of signatory:  
Roy Lapidus

Title of signatory:  
Authorized Signatory

Subscribed to before me on [date] Jan. 30, 2004, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

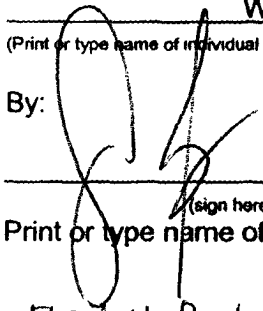
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM Gen-Par, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:

  
\_\_\_\_\_

(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

  
\_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

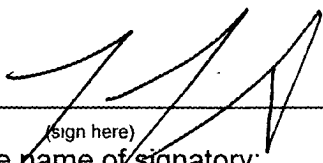
This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM GEN-PAR, L.L.C.

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



(sign here)

Print or type name of signatory:

Roy Lapidus  
Vice President

Title of signatory:

Subscribed to before me on [date] March 1, 2005, at New York County,  
New York [state].



Notary Public.

Commission expires: \_\_\_\_\_.

JENNIFER WONG  
Notary Public, State of New York  
No. 01234567890  
Qualified in New York County  
Commission Expires Feb. 24, 2007

## EXHIBIT A

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned' good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.



**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. W9/MLM REAL ESTATE LIMITED PARTNERSHIP

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

W9/MLM Brickyard, L.L.C.

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

Yes

No

General partnership

Other entity (please specify)

Limited partnership

2. State of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name                           | Business Address | Percentage Interest |
|--------------------------------|------------------|---------------------|
| See Exhibit A attached hereto. |                  |                     |
|                                |                  |                     |
|                                |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

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Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|------------------|---|---|
|---|------------------|---|---|

|                                    |  |                |             |
|------------------------------------|--|----------------|-------------|
| Louik/Schneider & Associates, Inc. | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP                  | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.



C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors; partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to **Applicable Parties**, the term **Affiliated Entity** means an individual or entity that directly or indirectly controls the **Applicable Party**, is controlled by it, or, with the **Applicable Party**, is under common control of another individual or entity;
- any responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** or any other official, agent or employee of the Undersigned, any **Applicable Party** or any **Affiliated Entity**, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any **Applicable Party** or any **Affiliated Entity** (collectively "**Agents**").

Neither the Undersigned, nor any **Applicable Party**, nor any **Affiliated Entity** of either the Undersigned or any **Applicable Party** nor any **Agents** have, during the five years before the date this EDS is signed, or, with respect to an **Applicable Party**, an **Affiliated Entity**, or an **Affiliated Entity** of an **Applicable Party** during the five years before the date of such **Applicable Party's** or **Affiliated Entity's** contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes                       No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes                       No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name  | Business Address | Nature of Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____              |
| _____ | _____            | _____              |
| _____ | _____            | _____              |

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit B attached hereto.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).



D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics; 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

- BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**
- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
  - 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
    - a. any cash gift or any anonymous gift; and
    - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
  - 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
  - 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
  - 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
  - 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

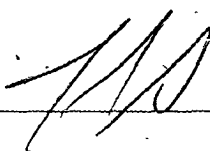
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

W9/MLM REAL ESTATE  
LIMITED PARTNERSHIP

(Print or type name of individual or legal entity submitting this EDS)

Date: 10/27/03

By:



\_\_\_\_\_  
(sign here)

Print or type name of signatory:

ROY LAPIDUS

Title of signatory:

AUTHORIZED SIGNATORY

Subscribed to before me on [date] October 27, 2003, at New York County,  
New York [state].

 \_\_\_\_\_ Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM REAL ESTATE LIMITED PARTNERSHIP  
(Print or type name of individual or legal entity submitting this recertification)

Date: 1/30/04

By:



(sign here)

Print or type name of signatory:

Roy Lapidus

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] Jan. 30, 2004, at New York County,  
New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

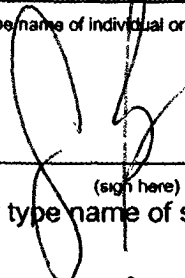
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM Real Estate Limited Partnership  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:



\_\_\_\_\_  
(sign here)

Print or type name of signatory:

Elizabeth Burban

Title of signatory:

Vice President, W9/MLM Gen-Par, L.L.C., general partner

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06987906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

Applicant

W9/MLM REAL ESTATE LIMITED PARTNERSHIP

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

**RECERTIFICATION**

Generally, for use with City Council matters. Not for City procurements unless requested.

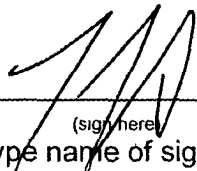
This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

**W9/MLM REAL ESTATE LIMITED PARTNERSHIP**

Date: 3/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



(sign here)

Print or type name of signatory:

Roy Lapidus  
Vice President

Title of signatory:

W9/MLM Gen-Par, LLC, general partner

Subscribed to before me on [date] March 1, 2005, at New York County, New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W06087906  
Qualified in New York County  
Ver 0/23/03  
Commission Expires Feb. 24, 2007



**EXHIBIT A**

**W9/MLM Real Estate Limited Partnership**

|  |  |           |
|--|--|-----------|
| W9/MLM Gen-Par LLC<br>(General Partner)                | c/o Goldman Sachs<br>85 Broad Street<br>New York, NY 10004 | .2002%    |
| <b>Limited Partners:</b>                               |  |           |
| Whitehall Street Real Estate Limited<br>Partnership IX |  | 89.79998% |
| Bridge Street Real Estate Fund 1998, L.P               |  | 4.41545%  |
| Stone Street Real Estate Fund 1998, L.P                |  | 5.18014%  |
| Stone Street W9/MLM Corp.                              |  | .40441%   |

c/o Goldman Sachs, 85 Broad Street, New York, NY 10004

**EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. **Who is submitting this EDS?** That individual or entity will be the "Undersigned" throughout this EDS. W9/MLM Brickyard, L.L.C.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
\_\_\_\_\_

B. Business address of the Undersigned: c/o Goldman Sachs  
85 Broad Street  
New York, NY 10004

C. Telephone: (212) 902-5603 Fax: (212) 357-5505 Email: roy.lapidus@gs.com

D. Name of contact person: Roy Lapidus

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall.  
\_\_\_\_\_  
\_\_\_\_\_

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and  
Contract # \_\_\_\_\_.

I. If not a procurement:

1. City Agency requesting EDS: \_\_\_\_\_

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance  
\_\_\_\_\_

3. If property involved, list property location:

6665 West Diversey, Chicago, Illinois  
\_\_\_\_\_

**SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation           |
|   | (Is the not-for-profit corporation also a 501(c)(3))?         |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)        |
| <input type="checkbox"/> Limited partnership  | _____   |

2. State of incorporation or organization, if applicable:

Delaware  
\_\_\_\_\_

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A

**B. ORGANIZATION INFORMATION**

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name                          | Business Address | Percentage Interest |
|-------------------------------|------------------|---------------------|
| See Exhibit A attached hereto |                  |                     |
|                               |                  |                     |
|                               |                  |                     |
|                               |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

|     |
|-----|
| N/A |
|     |
|     |
|     |



Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate<br>whether<br>retained<br>or anticipated<br>to be retained) | Business<br>Address | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether<br>paid or estimated) |
|---|---------------------|---|--|
|---|---------------------|---|--|

|                                 |  |                |             |
|---------------------------------|--|----------------|-------------|
| Louik/Schneider<br>& Associates | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant | E \$100,000 |
| Piper Rudnick LLP               | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney       | E \$ 75,000 |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

- \_\_\_\_\_ 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- \_\_\_\_\_ 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, **and** all such Substantial Owners are in compliance with such agreements.
- \_\_\_\_\_ 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations **and** (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; **or** (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; **or** both (a) and (b).
- X   4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term **Affiliated Entity** means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any **Affiliated Entity** or any other official, agent or employee of the Undersigned, any Applicable Party or any **Affiliated Entity**, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any **Affiliated Entity** (collectively "**Agents**").

Neither the Undersigned, nor any Applicable Party, nor any **Affiliated Entity** of either the Undersigned or any Applicable Party nor any **Agents** have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an **Affiliated Entity**, or an **Affiliated Entity** of an Applicable Party during the five years before the date of such Applicable Party's or **Affiliated Entity**'s contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

  x   1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit   B   attached hereto.

       2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

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---

***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                     No                     N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                     No                     N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                     No                     N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

W9/MLM Brickyard, L.L.C.  
(Print or type name of individual or legal entity submitting this EDS)


Date: 10/27/03

By:   
\_\_\_\_\_  
(sign here)

Print or type name of signatory:  
Roy Lapidus

Title of signatory:  
Authorized Signatory

Subscribed before me on [date] October 27, 2003, at New York County,  
New York [state].

 Notary Public.

Commission expires: \_\_\_\_\_

**JENNIFER WONG**  
Notary Public, State of New York  
No. 01WO6087906  
Qualified in New York County  
Commission Expires Feb. 24, 2007



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

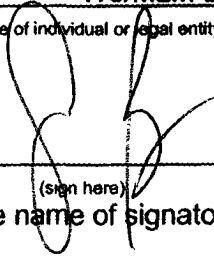
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM Brickyard, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: March 31, 2005

By:



\_\_\_\_\_  
(sign here)  
Print or type name of signatory:

Elizabeth Burban

Title of signatory:  
Vice President, W9/MLM GenPar, L.L.C., general partner of  
W9/MLM Real Estate Limited Partnership, managing member

Subscribed to before me on [date] March 31, 2005, at New York County,  
New York [state].

\_\_\_\_\_  
Notary Public.  
Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01W 0987906  
Qualified in New York County  
Commission Expires Feb. 28, 2007

**EXHIBIT A**

**W9/MLM Brickyard, L.L.C.**

| <b>Name</b>   | <b>Business Address</b>   | <b>Percentage Interest</b> |
|---|---|----------------------------|
| <b>W9/MLM Real Estate Limited Partnership (Manager)</b> | <b>c/o Goldman Sachs<br/>85 Broad Street<br/>New York, NY 1004</b>                                      | <b>90%</b>                 |
| <b>MARS Brickyard, L.L.C.</b>                           | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b> | <b>5%</b>                  |
| <b>MARS Brickyard II, L.L.C.</b>                        | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b> | <b>5%</b>                  |

## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned' good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

Applicant

W9/MLM BRICKYARD, L.L.C.

**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

W9/MLM BRICKYARD, L.L.C.

Date: 5/1/05

(Print or type name of individual or legal entity submitting this recertification)

By:



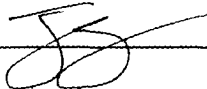
(sign here)

Print or type name of signatory:

**Roy Lapidus  
Vice President**

Title of signatory:

Subscribed to before me on [date] March 1, 2005, at New York County, New York [state].



Notary Public.

Commission expires: \_\_\_\_\_

JENNIFER WONG  
Notary Public, State of New York  
No. 01306687906  
Qualified in New York County  
Commission Expires Feb. 24, 2007

|                     |
|---------------------|
| FOR CITY USE        |
| AFFIDAVIT NO. _____ |

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. MARS Brickyard, L.L.C.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Brickyard, L.L.C.

- B. Business address of the Undersigned: c/o Mid-America Asset Management  
Two Mid-America Plaza, Suite 330  
Oakbrook Terrace, IL 60181
- C. Telephone: (630) 954-7361 Fax: (630) 954-7306 Email: mpanovich@midamericagr.com
- D. Name of contact person: C. Michelle Panovich
- E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall  
\_\_\_\_\_  
\_\_\_\_\_

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:  
6465 West Diversey, Chicago, Illinois

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation           |
|   | (Is the not-for-profit corporation also a 501(c)(3))?         |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)        |
| <input type="checkbox"/> Limited partnership  | _____   |

2. State of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |



c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name                          | Business Address | Percentage Interest |
|-------------------------------|------------------|---------------------|
| See Exhibit A attached hereto |                  |                     |
|                               |                  |                     |
|                               |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name Business Address Percentage Interest

N/A

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than .1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address                       | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|--|---|---|
| Louik/Schneider & Associates, Inc.                                | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant  | E \$100,000                               |
| Piper Rudnick LLP   | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney  | E \$ 75,000                               |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

- \_\_\_\_\_ 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- \_\_\_\_\_ 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- \_\_\_\_\_ 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
- x   4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

**B. The certifications in subparts B and D concern:**

- the Undersigned;
- any party participating in the performance of the Matter ("an Applicable Party");
- any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:



1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (Living Wage Ordinance).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:
- | Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit B attached hereto.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter. [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9680. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.



- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MARS Brickyard, L.L.C.  
(Print or type name of individual or legal entity submitting this EDS)

Date: Oct 23 2003

By: *C. Michelle Panovich*  
(sign here)

Print or type name of signatory:

C. Michelle Panovich

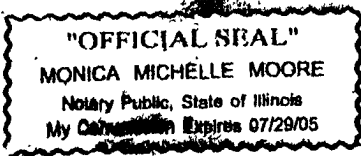
Title of signatory:

Authorized Signatory

Subscribed to before me on (date) October 23 2003, at Urbana County,  
Illinois [state]

Monica Michelle Moore Notary Public.

Commission expires: 07/29/05



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. -The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with the redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARS Brickyard, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: 1/30/04

By:   
(sign here)

Print or type name of signatory:

C. Michelle Panovich

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] January 30, 2004, at Cook County,  
Illinois [state].

Patricia A. Dillman Notary Public.

Commission expires: 4/15/06



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

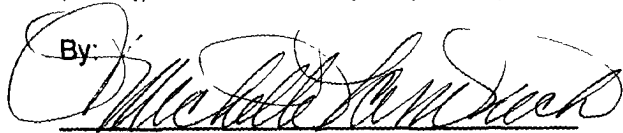
**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARS Brickyard, L.L.C.

Date: March 29, 2005

(Print or type name of individual or legal entity submitting this recertification)

By: 

(sign here)

Print or type name of signatory:

C. Michelle Panovich

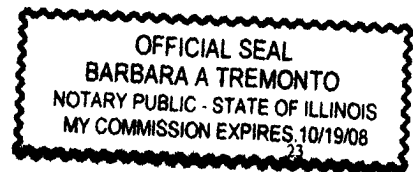
Title of signatory:

Manager

Subscribed to before me on [date] 29<sup>th</sup> March 2005 at DuPage County, Illinois [state].

Barbara A. Tremonto Notary Public.

Commission expires: 10/19/08



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**


**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with the redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

**MARS BRICKYARD, L.L.C.**

(Print or type name of individual or legal entity submitting this recertification)

Date: 3-3-05

By: 

(sign here)

Print or type name of signatory:

C. Michelle Panovich

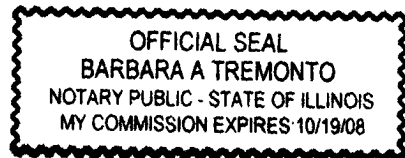
Title of signatory:

Authorized signatory

Subscribed to before me on [date] March 3, 2005, at DUPAGE County, IL [state].

Barbara A Tremonto Notary Public.

Commission expires: 10/19/08



**EXHIBIT A**

**MARS Brickyard, L.L.C.**

| <b>Name</b>                               | <b>Business Address</b>   | <b>Percentage Interest</b> |
|---|---|----------------------------|
| <b>Michael D. George<br/>(Manager)</b>    | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b>                                     | <b>39.0%</b>               |
| <b>Richard E. Spinell</b>                 | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b>                                     | <b>19.5%</b>               |
| <b>C. Michelle Panovich</b>               | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b>                                     | <b>19.5%</b>               |
| <b>E. Jeffrey Kuchman</b>                 | <b>435 Thorne Lane<br/>Lake Forest, Illinois 60045</b>  | <b>5.0%</b>                |
| <b>Richard Drogosz</b>                    | <b>4154 Central Avenue<br/>Western Springs, Illinois 60558-1378</b>   | <b>5.0%</b>                |
| <b>Muttduck Trust</b>                     | <b>Steven Seidman, Trustee<br/>c/o Stanley Nitzberg<br/>169 Lake Street<br/>Glencoe, Illinois 60022<br/>Beneficiary: Vivian B. Nitzberg</b> | <b>3.0%</b>                |
| <b>VOOB Trust</b>                         | <b>Norberto Kogan, Trustee<br/>c/o Stanley Nitzberg<br/>169 Lake Street<br/>Glencoe, Illinois 60022<br/>Beneficiary: Vivian B. Nitzberg</b> | <b>3.0%</b>                |
| <b>Noreen W. Musica</b>                   | <b>6 St. Regis Court<br/>Elmhurst, Illinois 60126</b>   | <b>2.0%</b>                |
| <b>Michael D. Firsel</b>                  | <b>1739 RFD<br/>Long Grove, Illinois 60047</b>  | <b>2.0%</b>                |
| <b>Jacob Benjamin Nitzberg Gift Trust</b> | <b>Vivian B. Nitzberg, Trustee<br/>c/o Stanley Nitzberg<br/>169 Lake Street<br/>Glencoe, Illinois 60022</b>                                 | <b>1.0%</b>                |
| <b>Levi Daniel Nitzberg Gift Trust</b>    | <b>Vivian B. Nitzberg, Trustee<br/>c/o Stanley Nitzberg<br/>169 Lake Street<br/>Glencoe, Illinois 60022</b>                                 | <b>1.0%</b>                |

## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned' good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*

FOR CITY USE

AFFIDAVIT NO. \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.



**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

**GENERAL INFORMATION**

Date this EDS is completed: \_\_\_\_\_

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. MARS Brickyard II, L.L.C.

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
W9/MLM Brickyard, L.L.C.

- B. Business address of the Undersigned: c/o Mid-America Asset Management  
Two Mid-America Plaza, Suite 330  
Oakbrook Terrace, IL 60181
- C. Telephone: (630) 954-7361 Fax: (630) 954-7306 Email: mpanovich@midamericagr.com
- D. Name of contact person: C. Michelle Panovich
- E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Redevelopment of Brickyard Mall  
\_\_\_\_\_  
\_\_\_\_\_

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: Department of Planning and Development

2. City action requested (e.g. loan, grant, sale of property):

TIF Assistance

3. If property involved, list property location:

6465 West Diversey, Chicago, Illinois

### **SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

#### **A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company  |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture   |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation<br>(Is the not-for-profit corporation also a 501(c)(3))? |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)   |
| <input type="checkbox"/> Limited partnership  | _____  |

2. State of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:  
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:  
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name                          | Business Address | Percentage Interest |
|-------------------------------|------------------|---------------------|
| See Exhibit A attached hereto |                  |                     |
|                               |                  |                     |
|                               |                  |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name | Title |
|------|-------|
| N/A  |       |
|      |       |
|      |       |
|      |       |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business Address |
|------|------------------|
| N/A  |                  |
|      |                  |
|      |                  |
|      |                  |

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |
|      |                  |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

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| Name | Business Address | Percentage Interest |
|------|------------------|---------------------|
| N/A  |                  |                     |
|      |                  |                     |
|      |                  |                     |

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

**B. CERTIFICATION**

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name<br>(indicate whether retained or anticipated to be retained) | Business Address                       | Relationship to Undersigned<br>(attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|---|--|---|---|
| Louik/Schneider & Associates, Inc.                                | 54 W. Hubbard St.<br>Chicago, IL 60610 | TIF Consultant  | E \$100,000                               |
| Piper Rudnick LLP   | 203 N. LaSalle<br>Chicago, IL 60601    | Attorney  | E \$ 75,000                               |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

**SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.



C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

**III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term **Affiliated Entity** means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

is  
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes  No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes  No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|------|------------------|--------------------|

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

**Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).**

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders. This certification is subject to Exhibit B attached hereto.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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**SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter. [Begin list here, add sheets as necessary]:

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***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).



D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

- C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

**III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes                       No                       N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes                       No                       N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes                       No                       N/A

**SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every

aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.

- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MARS Brickyard II, L.L.C.  
(Print or type name of individual or legal entity submitting this EDS)

Date: Oct 23 2003

By: *Michelle Panovich*  
(sign here)

Print or type name of signatory:

C. Michelle Panovich

Title of signatory:

Authorized Signatory

Subscribed to before me on [date] October 23 2003, at Page County,  
Illinois [state]

Monica Michelle Moore Notary Public.

Commission expires: 7/29/05



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with the redevelopment of Brickyard Mall [Identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARS Brickyard II, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: 1/30/04

By: *Michelle Panovich*  
(sign here)

Print or type name of signatory:

C. Michelle Panovich

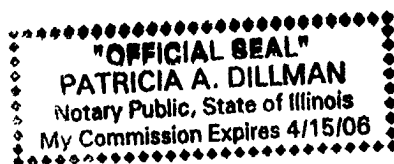
Title of signatory:

Authorized Signatory

Subscribed to before me on [date] January 30, 2004, at Cook County, Illinois [state].

*Patricia A. Dillman* Notary Public.

Commission expires: 4/15/06



**(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

**RECERTIFICATION**

**Generally, for use with City Council matters. Not for City procurements unless requested.**

This recertification is being submitted in connection with Redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARS Brickyard II, L.L.C.

(Print or type name of individual or legal entity submitting this recertification)

Date: March 29<sup>th</sup>, 2005

By: *C. Michelle Panovich*

(sign here)

Print or type name of signatory:

C. Michelle Panovich

Title of signatory:

Manager

Subscribed to before me on [date] March 29<sup>th</sup>, 2005 at DuPage County, Illinois [state].

Barbara A. Tremonto Notary Public.

Commission expires: 10/19/08



MARS BRICKYARD II, L.L.C.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with the redevelopment of Brickyard Mall [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

MARS BRICKYARD II, L.L.C.  
(Print or type name of individual or legal entity submitting this recertification)

Date: 3-3-05

By: *Michelle Panovich*  
(sign here)

Print or type name of signatory:

C. Michelle Panovich

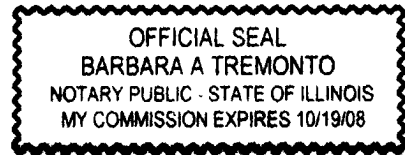
Title of signatory:

Authorized signatory

Subscribed to before me on [date] 3/31/2005, at DuPAGE County, IL [state].

*Barbara A Tremonto* Notary Public.

Commission expires: 10/19/08





**EXHIBIT A**

**MARS Brickyard II, L.L.C.**

| <b>Name</b>                            | <b>Business Address</b>   | <b>Percentage Interest</b> |
|--|---|----------------------------|
| <b>Michael D. George<br/>(Manager)</b> | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b> | <b>50%</b>                 |
| <b>Richard E. Spinell</b>              | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b> | <b>25%</b>                 |
| <b>C. Michelle Panovich</b>            | <b>Mid-America Asset Management<br/>Two Mid-America Plaza, Suite 330<br/>Oakbrook Terrace, IL 60181</b> | <b>25%</b>                 |

## **EXHIBIT B**

*Undersigned's certification and its check mark on Paragraph (1) hereof are expressly conditioned upon Undersigned's understanding that: (i) the search required by Section 2-902-585 of the Chicago Municipal Code is limited to entities which were in existence during the slavery era; (ii) the slavery era ended on December 31, 1865; (iii) the search for records required by subsection (a) of said Paragraph (1) means an investigation by Undersigned or its agents, unless Undersigned otherwise has knowledge which does not require such investigation, reasonably sufficient to support Undersigned's good faith belief regarding the existence or non-existence of Undersigned and its predecessors prior to December 31, 1865; and (iv) if Undersigned states that it believes in good faith that it and its predecessors were not in existence prior to December 31, 1865, the statement contained in subsection (b) of Paragraph (1) above shall be deemed inapplicable to Undersigned. Subject to Undersigned's understanding as aforesaid, Undersigned hereby states that it has knowledge or has made investigation reasonably sufficient to support Undersigned's good faith belief that Undersigned and any predecessors to Undersigned did not exist prior to December 31, 1865. In the event of any inconsistency between the foregoing two sentences and any other provision or statement contained in this certification, the foregoing two sentences shall govern.*