
2014 Annual Report

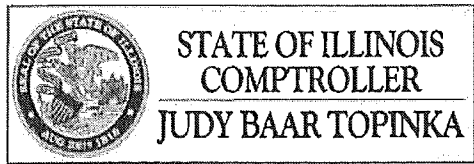
Stevenson/Brighton Redevelopment Project Area



Pursuant to 65 ILCS 5/11-74.4-5(d)

JUNE 30, 2015

**FY 2014
ANNUAL TAX INCREMENT FINANCE
REPORT**



Name of Municipality: City of Chicago Reporting Fiscal Year: **2014**
 County: Cook Fiscal Year End: **12 /31/2014**
 Unit Code: 016/620/30

TIF Administrator Contact Information			
First Name:	<u>Andrew J.</u>	Last Name:	<u>Mooney</u>
Address:	<u>City Hall, 121 N. LaSalle</u>	Title:	<u>Administrator</u>
Telephone:	<u>(312) 744 0025</u>	City:	<u>Chicago, IL</u> Zip: <u>60602</u>
Mobile	<u>n/a</u>	E-mail	<u>TIFReports@cityofchicago.org</u>
Mobile Provider	<u>n/a</u>	Best way to contact	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mobile <input type="checkbox"/> Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____ is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

[Signature] June 30, 2015
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated	Date Terminated
24th/Michigan	7/21/1999	7/21/2022
26th and King Drive	1/11/2006	12/31/2030
35th and Wallace	12/15/1999	12/31/2023
35th/Halsted	1/14/1997	12/31/2021
35th/State	1/14/2004	12/31/2028
43rd/Cottage Grove	7/8/1998	12/31/2022
45th/Western Industrial Park Conservation Area	3/27/2002	12/31/2014
47th/Ashland	3/27/2002	12/31/2026
47th/Halsted	5/29/2002	12/31/2026
47th/King Drive	3/27/2002	12/31/2026
47th/State	7/21/2004	12/31/2028
49th Street/St. Lawrence Avenue	1/10/1996	12/31/2020
51st/Archer	5/17/2000	12/31/2024
51st/Lake Park	11/15/2012	12/31/2036
53rd Street	1/10/2001	12/31/2025
60th and Western	5/9/1996	5/9/2019
63rd/Ashland	3/29/2006	12/31/2030
63rd/Pulaski	5/17/2000	12/31/2024
67th/Cicero	10/2/2002	12/31/2026
67th/Wentworth	5/4/2011	12/31/2035
69th/Ashland	11/3/2004	12/31/2028
71st and Stony Island	10/7/1998	10/7/2021
73rd/University	9/13/2006	12/31/2030
79th and Cicero	6/8/2005	12/31/2029

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Name of Municipality: Chicago
 County: Cook
 Unit Code: 016/620/30

Reporting Fiscal Year: **2014**
 Fiscal Year End: 12 / 31 / **2014**

79th Street Corridor	7/8/1998	7/8/2021
79th Street/Southwest Highway	10/3/2001	12/31/2025
79th/Vincennes	9/27/2007	12/31/2031
83rd/Stewart	3/31/2004	12/31/2028
87th/Cottage Grove	11/13/2002	12/31/2026
95th and Western	7/13/1995	7/13/2018
95th Street and Stony Island	5/16/1990	12/31/2014
105th/Vincennes	10/3/2001	12/31/2025
107th Halsted	4/2/2014	12/31/2038
111th Street/Kedzie Avenue Business District	9/29/1999	9/29/2022
119th and Halsted	2/6/2002	12/31/2026
119th/I-57	11/6/2002	12/31/2026
126th and Torrence	12/21/1994	12/21/2017
134th and Avenue K	3/21/2008	12/31/2014
Addison Corridor North	6/4/1997	6/4/2020
Addison South	5/9/2007	12/31/2031
Archer Courts	5/12/1999	12/31/2023
Archer/ Central	5/17/2000	12/31/2024
Archer/Western	2/11/2009	12/31/2033
Armitage/Pulaski	6/13/2007	12/31/2031
Austin Commercial	9/27/2007	12/31/2031
Avalon Park/South Shore	7/31/2002	12/31/2026
Avondale	7/29/2009	12/31/2033
Belmont/Central	1/12/2000	12/31/2024
Belmont/Cicero	1/12/2000	12/31/2024
Bronzeville	11/4/1998	12/31/2022
Bryn Mawr/Broadway	12/11/1996	12/11/2019
Calumet Avenue/Cermak Road	7/29/1998	7/29/2021
Calumet River	3/10/2010	12/31/2034
Canal/Congress	11/12/1998	12/31/2022
Central West	2/16/2000	12/31/2024
Chicago/ Kingsbury	4/12/2000	12/31/2024
Chicago/Central Park	2/27/2002	12/31/2026
Chicago Lakeside Development – Phase 1 (USX)	5/12/2010	12/31/2034
Cicero/Archer	5/17/2000	12/31/2024
Clark Street and Ridge Avenue	9/29/1999	9/29/2022
Clark/Montrose	7/7/1999	7/7/2022
Commercial Avenue	11/13/2002	12/31/2026
Devon/Sheridan	3/31/2004	12/31/2028
Devon/Western	11/3/1999	12/31/2023
Diversey/Narragansett	2/5/2003	12/31/2027
Division/Homan	6/27/2001	12/31/2025

Name of Municipality: Chicago

Reporting Fiscal Year: **2014**

County: Cook

Fiscal Year End: 12 / 31 / **2014**

Unit Code: 016/620/30

Drexel Boulevard	7/10/2002	12/31/2026
Edgewater/ Ashland	10/1/2003	12/31/2027
Elston/Armstrong Industrial Corridor	7/19/2007	12/31/2031
Englewood Mall	7/10/1996	7/10/2019
Englewood Neighborhood	6/27/2001	12/31/2025
Ewing Avenue	3/10/2010	12/31/2034
Forty-first Street and Dr. Martin Luther King, Jr. Drive	7/13/1994	12/31/2018
Foster California	4/2/2014	12/31/2038
Fullerton/ Milwaukee	2/16/2000	12/31/2024
Galewood/Armitage Industrial	7/7/1999	7/7/2022
Goose Island	7/10/1996	7/10/2019
Greater Southwest Industrial Corridor (East)	3/10/1999	12/31/2023
Greater Southwest Industrial Corridor (West)	4/12/2000	12/31/2024
Harlem Industrial Park Conservation Area	3/14/2007	12/31/2031
Harrison/Central	7/26/2006	12/31/2030
Hollywood/Sheridan	11/7/2007	12/31/2031
Homan-Arthington	2/5/1998	2/5/2021
Humboldt Park Commercial	6/27/2001	12/31/2025
Irving Park/Elston	5/13/2009	12/31/2033
Irving/Cicero	6/10/1996	12/31/2020
Jefferson Park Business District	9/9/1998	9/9/2021
Jefferson/ Roosevelt	8/30/2000	12/31/2024
Kennedy/Kimball	3/12/2008	12/31/2032
Kinzie Industrial Corridor	6/10/1998	6/10/2021
Kostner Avenue	11/5/2008	12/31/2014
Lake Calumet Area Industrial	12/13/2000	12/31/2024
Lakefront	3/27/2002	12/31/2026
LaSalle Central	11/15/2006	12/31/2030
Lawrence/ Kedzie	2/16/2000	12/31/2024
Lawrence/Broadway	6/27/2001	12/31/2025
Lawrence/Pulaski	2/27/2002	12/31/2026
Lincoln Avenue	11/3/1999	12/31/2023
Lincoln-Belmont-Ashland	11/2/1994	12/31/2018
Little Village East	4/22/2009	12/31/2033
Little Village Industrial Corridor	6/13/2007	12/31/2031
Madden/Wells	11/6/2002	12/31/2026
Madison/Austin Corridor	9/29/1999	12/31/2023
Michigan/Cermak	9/13/1989	12/31/2013
Midway Industrial Corridor	2/16/2000	12/31/2024
Midwest	5/17/2000	12/31/2024
Montclare	8/30/2000	12/31/2024
Montrose/Clarendon	6/30/2010	12/31/2034
Near North	7/30/1997	7/30/2020
Near South	11/28/1990	12/31/2014

Name of Municipality: Chicago
 County: Cook
 Unit Code: 016/620/30

Reporting Fiscal Year: **2014**
 Fiscal Year End: 12 / 31 / **2014**

North Branch (North)	7/2/1997	12/31/2021
North Branch (South)	2/5/1998	2/5/2021
North Pullman	6/30/2009	12/31/2033
North-Cicero	7/30/1997	7/30/2020
Northwest Industrial Corridor	12/2/1998	12/2/2021
Ogden/Pulaski	4/9/2008	12/31/2032
Ohio/Wabash	6/7/2000	12/31/2024
Pershing/King	9/5/2007	12/31/2031
Peterson/Cicero	2/16/2000	12/31/2024
Peterson/Pulaski	2/16/2000	12/31/2024
Pilsen Industrial Corridor	6/10/1998	12/31/2022
Portage Park	9/9/1998	9/9/2021
Pratt/Ridge Industrial Park Conservation Area	6/23/2004	12/31/2028
Pulaski Corridor	6/9/1999	6/9/2022
Randolph and Wells	6/9/2010	12/31/2034
Ravenswood Corridor	3/9/2005	12/31/2029
Read-Dunning	1/11/1991	12/31/2015
River South	7/30/1997	7/30/2020
River West	1/10/2001	12/31/2025
Roosevelt/Canal	3/19/1997	12/31/2021
Roosevelt/Cicero	2/5/1998	2/5/2021
Roosevelt/Racine	11/4/1998	12/31/2022
Roosevelt/Union	5/12/1999	5/12/2022
Roosevelt-Homan	12/5/1990	12/31/2014
Roseland/Michigan	1/16/2002	12/31/2026
Sanitary Drainage and Ship Canal	7/24/1991	12/31/2015
South Chicago	4/12/2000	12/31/2024
South Works Industrial	11/3/1999	12/31/2023
Stevenson/Brighton	4/11/2007	12/31/2031
Stockyards Annex	12/11/1996	12/31/2020
Stockyards Southeast Quadrant Industrial	2/26/1992	2/26/2015
Stony Island Avenue Commercial and Burnside Industrial Corridors	6/10/1998	12/31/2034
Touhy/Western	9/13/2006	12/31/2030
Washington Park	10/8/2014	12/31/2038
Weed/Fremont	1/8/2008	12/31/2032
West Irving Park	1/12/2000	12/31/2024
West Pullman Industrial Park Conservation Area	3/11/1998	12/31/2014
West Woodlawn	5/12/2010	12/31/2034
Western Avenue North	1/12/2000	12/31/2024
Western Avenue Rock Island	2/8/2006	12/31/2030
Western Avenue South	1/12/2000	12/31/2024
Western/Ogden	2/5/1998	2/5/2021
Wilson Yard	6/27/2001	12/31/2025
Woodlawn	1/20/1999	1/20/2022

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014**

Name of Redevelopment Project Area: Stevenson/Brighton Redevelopment Project Area
Primary Use of Redevelopment Project Area*: Combination/Mixed
If "Combination/Mixed" List Component Types: Commercial/Industrial/Residential/Public Facilities
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act <u> X </u> Industrial Jobs Recovery Law <u> </u>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2014, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

Fund Balance at Beginning of Reporting Period \$ 2,948,252

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	5,781	\$ 4,004,298	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	9,184	35,679	1%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period 14,965

Cumulative Total Revenues/Cash Receipts \$ 4,039,977 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) 6,459

Distribution of Surplus -

Total Expenditures/Disbursements 6,459

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS 8,506

FUND BALANCE, END OF REPORTING PERIOD* \$ 2,956,758

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Total Amount Designated (Carried forward from Section 3.3) \$ 2,956,758

SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 6,459

Section 3.2 B

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

 X There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

FUND BALANCE, END OF REPORTING PERIOD \$ 2,956,758

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Restricted for debt service	\$ -	\$ -

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid

Restricted for future redevelopment project costs		\$ 2,956,758

Total Amount Designated for Project Costs \$ 2,956,758

TOTAL AMOUNT DESIGNATED \$ 2,956,758

SURPLUS*/(DEFICIT) \$ -

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts (see instructions and statutes).

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 X **No property was acquired by the Municipality Within the Redevelopment Project Area**

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			<u>1</u>
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken	\$ -	\$ -	\$ 24,010,768
Public Investment Undertaken	\$ -	\$ -	\$ 7,935,395
Ratio of Private/Public Investment	0		3 1/39

Project 1: Pulaski Promenade	Project is Ongoing***		
Private Investment Undertaken			\$ 24,010,768
Public Investment Undertaken			\$ 7,935,395
Ratio of Private/Public Investment	0		3 1/39

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 7:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 8:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 9:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

*** As of the last date of the reporting fiscal year, the construction of this Project was ongoing; the Private Investment Undertaken and Ratio figures for this Project will be reported on the Annual Report for the fiscal year in which the construction of the Project is completed and the total Private Investment figure is available.

General Notes

(a) Each actual or estimated Public Investment reported here is, to the extent possible, comprised only of payments financed by tax increment revenues. In contrast, each actual or estimated Private Investment reported here is, to the extent possible, comprised of payments financed by revenues that are not tax increment revenues and, therefore, may include private equity, private lender financing, private grants, other public monies, or other local, state or federal grants or loans.

(b) Each amount reported here under Public Investment Undertaken, Total Estimated to Complete Project, is the maximum amount of payments financed by tax increment revenues that could be made pursuant to the corresponding Project's operating documents, but not including interest that may later be payable on developer notes, and may not necessarily reflect actual expenditures, if any, as reported in Section 3 herein. The total public investment amount ultimately made under each Project will depend upon the future occurrence of various conditions, including interest that may be payable on developer notes as set forth in the Project's operating documents.

(c) Each amount reported here under Public Investment Undertaken, 11/1/1999 to Date, is cumulative from the Date of execution of the corresponding Project to the end of the reporting year, and may include interest amounts paid to finance the Public Investment amount. Projects undertaken prior to 11/1/1999 are not reported on this table.

(d) Intergovernmental agreements, if any, are reported on Attachment M hereto.

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois.

SECTION 6

FY 2014

TIF NAME: Stevenson/Brighton Redevelopment Project Area

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

_____ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

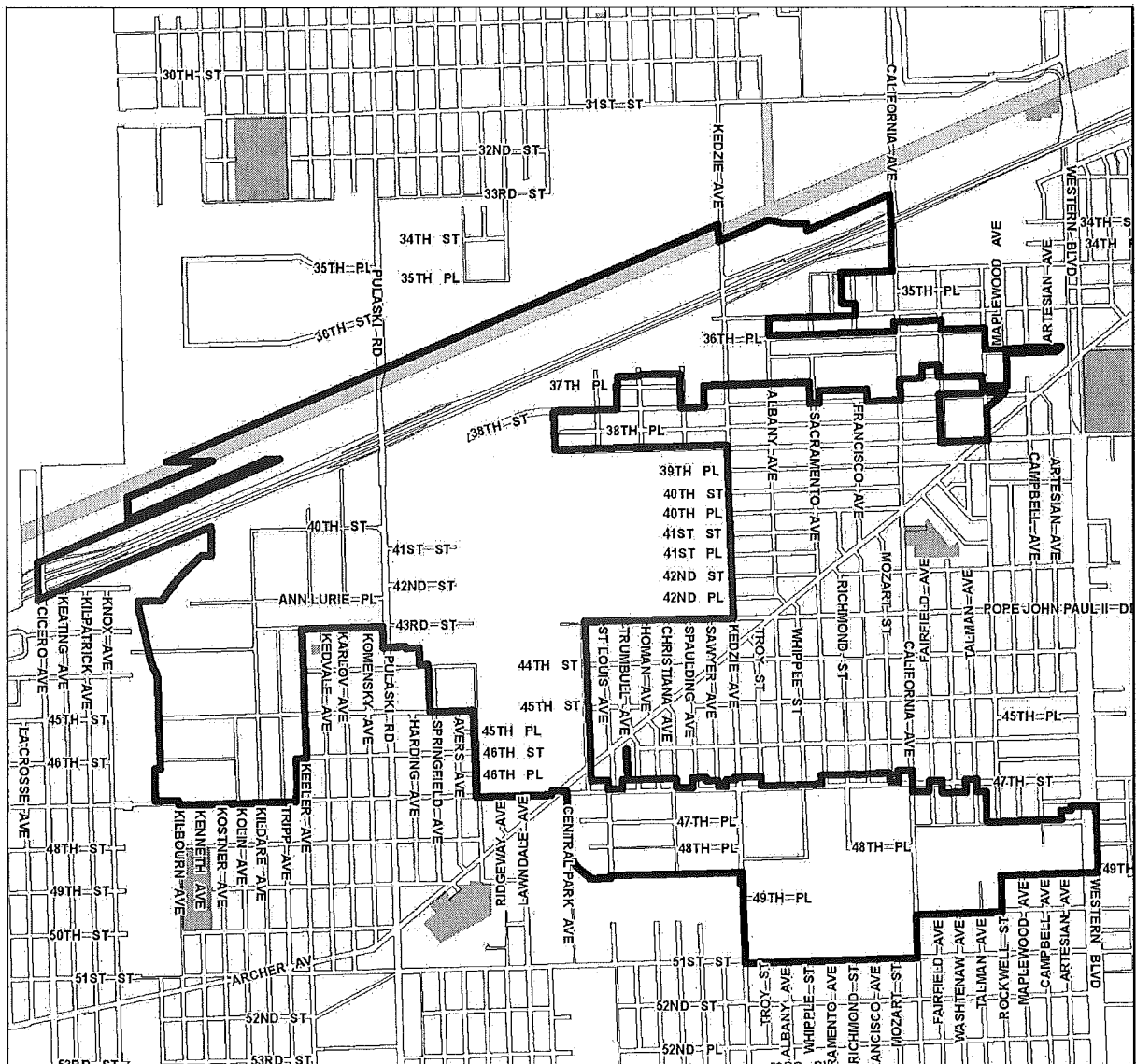
SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

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Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	X

Stevenson/Brighton Redevelopment Project Area 2014 Annual Report



STATE OF ILLINOIS)
COUNTY OF COOK)

) SS

Attachment B

CERTIFICATION

TO:

Leslie Geissler Munger
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Jesse Ruiz
Interim Chief Executive Officer
Chicago Board of Education
42 West Madison Street
Chicago, Illinois 60603

James R. Dempsey
Associate Vice Chancellor-Finance
City Colleges of Chicago
226 West Jackson Boulevard, Room 1125
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street, Room 2429
Chicago, Illinois 60611

Michael Jasso
Bureau Chief
Cook County Bureau of Economic Dev.
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

Douglas Wright
South Cook County Mosquito Abatement
District
155th & Dixie Highway
P.O. Box 1030
Harvey, Illinois 60426

Lawrence Wilson, Comptroller
Forest Preserve District of Cook County
69 W. Washington Street, Suite 2060
Chicago, IL 60602

Michael P. Kelly, General Superintendent &
CEO
Chicago Park District
541 North Fairbanks, 7th Floor
Chicago, Illinois 60611

I, Rahm Emanuel, in connection with the annual report (the "Report") of information required by Section 11-74.4-5(d) of the Tax Increment Allocation Redevelopment Act, 65 ILCS/11-74.4-1 et seq., (the "Act") with regard to the Stevenson/Brighton Redevelopment Project Area (the "Redevelopment Project Area"), do hereby certify as follows:

Attachment B

1. I am the duly qualified and acting Mayor of the City of Chicago, Illinois (the "City") and, as such, I am the City's Chief Executive Officer. This Certification is being given by me in such capacity.

2. During the preceding fiscal year of the City, being January 1 through December 31, 2014, the City complied, in all material respects, with the requirements of the Act, as applicable from time to time, regarding the Redevelopment Project Area.

3. In giving this Certification, I have relied on the opinion of the Corporation Counsel of the City furnished in connection with the Report.

4. This Certification may be relied upon only by the addressees hereof.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of this 30th day of June, 2015.

A handwritten signature in cursive script that reads "Rahm Emanuel" followed by a date "6/30/15". The signature is written in black ink and is positioned above a horizontal line.

Rahm Emanuel, Mayor
City of Chicago, Illinois



June 30, 2015

DEPARTMENT OF LAW
CITY OF CHICAGO

Attachment C

Leslie Geissler Munger
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Jesse Ruiz
Interim Chief Executive Officer
Chicago Board of Education
42 West Madison Street
Chicago, Illinois 60603

James R. Dempsey
Associate Vice Chancellor-Finance
City Colleges of Chicago
226 West Jackson Boulevard, Room 1125
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street, Room 2429
Chicago, Illinois 60611

Michael Jasso
Bureau Chief
Cook County Bureau of Economic Dev.
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

Douglas Wright
South Cook County Mosquito Abatement
District
155th & Dixie Highway
P.O. Box 1030
Harvey, Illinois 60426

Lawrence Wilson, Comptroller
Forest Preserve District of Cook County
69 W. Washington Street, Suite 2060
Chicago, IL 60602

Michael P. Kelly, General Superintendent
& CEO
Chicago Park District
541 North Fairbanks, 7th Floor
Chicago, Illinois 60611

Re: Stevenson/Brighton
Redevelopment Project Area (the "Redevelopment Project Area")

Dear Addressees:

I am the Corporation Counsel of the City of Chicago, Illinois (the "City") and, in such capacity, I am the head of the City's Law Department. In such capacity, I am providing the opinion required by Section 11-74.4-5(d)(4) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act"), in connection with the submission of the report (the "Report") in accordance with, and containing the information required by, Section 11-74.4-5(d) of the Act for the Redevelopment Project Area.

Attorneys, past and present, in the Law Department of the City and familiar with the requirements of the Act, have had general involvement in the proceedings affecting the Redevelopment Project Area, including the preparation of ordinances adopted by the City Council of the City with respect to the following matters: approval of the redevelopment plan and project for the Redevelopment Project Area, designation of the Redevelopment Project Area as a redevelopment project area, and adoption of tax increment allocation financing for the Redevelopment Project Area, all in accordance with the then applicable provisions of the Act. Various departments of the City, including, if applicable, the Law Department, Department of Planning and Development, Department of Finance and Office of Budget and Management (collectively, the "City Departments"), have personnel responsible for and familiar with the activities in the Redevelopment Project Area affecting such Department(s) and with the requirements of the Act in connection therewith. Such personnel are encouraged to seek and obtain, and do seek and obtain, the legal guidance of the Law Department with respect to issues that may arise from time to time regarding the requirements of, and compliance with, the Act.

In my capacity as Corporation Counsel, I have relied on the general knowledge and actions of the appropriately designated and trained staff of the Law Department and other applicable City Departments involved with the activities affecting the Redevelopment Project Area. In addition, I have caused to be examined or reviewed by members of the Law Department of the City the certified audit report, to the extent required to be obtained by Section 11-74.4-5(d)(9) of the Act and submitted as part of the Report, which is required to review compliance with the Act in certain respects, to determine if such audit report contains information that might affect my opinion. I have also caused to be examined or reviewed such other documents and records as were deemed necessary to enable me to render this opinion. Nothing has come to my attention that would result in my need to qualify the opinion hereinafter expressed, subject to the limitations hereinafter set forth, unless and except to the extent set forth in an Exception Schedule attached hereto as Schedule 1.

Based on the foregoing, I am of the opinion that, in all material respects, the City is in compliance with the provisions and requirements of the Act in effect and then applicable at the time actions were taken from time to time with respect to the Redevelopment Project Area.

This opinion is given in an official capacity and not personally and no personal liability shall derive herefrom. Furthermore, the only opinion that is expressed is the opinion specifically set forth herein, and no opinion is implied or should be inferred as to any other matter. Further, this opinion may be relied upon only by the addressees hereof and the Mayor of the City in providing his required certification in connection with the Report, and not by any other party.

Very truly yours,



Stephen R. Patton
Corporation Counsel

SCHEDULE 1

(Exception Schedule)

No Exceptions

Note the following Exceptions:



Doc#: 1425322086 Fee: \$262.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/10/2014 03:26 PM Pg: 1 of 113

PULASKI PROMENADE REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

PULASKI PROMENADE LLC

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

1 B

5 of 5

LIST OF EXHIBITS

Exhibit A1	*Stevenson/Brighton Redevelopment Area
Exhibit A2	*Midway Redevelopment Area
Exhibit B	*Property
Exhibit C	*TIF-Eligible Improvements
Exhibit D#	Redevelopment Plan
Exhibit E#	Construction Contract
Exhibit F	n/a
Exhibit G	*Permitted Liens
Exhibit H-1	*Project Budget
Exhibit H-2	*MBE/WBE Budget
Exhibit I#	Approved Prior Expenditures
Exhibit J	Opinion of Developer's Counsel
Exhibit K	n/a
Exhibit L	Requisition Form
Exhibit M-1	*Form of Tax-Exempt City Note A
Exhibit M-2	*Form of Taxable City Note B
Exhibit N	n/a
Exhibit O	n/a
Exhibit P#	Form of Payment and Performance Bonds

* indicates which exhibits are to be recorded

indicates which exhibits will not be included in the ordinance packet

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

PULASKI PROMENADE REDEVELOPMENT AGREEMENT

This Pulaski Promenade Redevelopment Agreement (this "Agreement") is made as of this 10th day of September, 2014, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Pulaski Promenade LLC, a Delaware limited liability company (the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on April 11, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the

Stevenson/Brighton Redevelopment Project Area”; (2) “An Ordinance of the City of Chicago, Illinois Designating the Stevenson/Brighton Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and (3) “An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Stevenson/Brighton Redevelopment Project Area” (the “Stevenson/Brighton TIF Adoption Ordinance”) (items (1)-(3) collectively referred to herein as the “Stevenson/Brighton TIF Ordinances”). The redevelopment project area referred to above (the “Stevenson/Brighton Redevelopment Area”) is legally described in Exhibit A1 hereto.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 16, 2000: (1) “An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Midway Industrial Corridor Redevelopment Project Area;” (2) “An Ordinance of the City of Chicago, Illinois Designating the Midway Industrial Corridor Redevelopment Project Area as a Tax Increment Financing District;” and (3) “An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midway Industrial Corridor Redevelopment Project Area (the “Midway TIF Adoption Ordinance”).” The redevelopment project area referred to above (the “Midway Redevelopment Area”) is legally described in Exhibit A2 hereto.

The Stevenson/Brighton Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midway Redevelopment Area.

D. The Project: The Developer intends to purchase (the “Acquisition”) certain property located within the Stevenson/Brighton Redevelopment Area at 4064-4200 S. Pulaski Road, Chicago, Illinois 60632 and legally described on Exhibit B hereto (the “Property”), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an approximately 133,281 square foot neighborhood shopping center thereon, consisting of the following: (a) a main retail building (containing 116,386 sq. ft.) anchored by several national retailers of general merchandise, (b) a one-story building (containing 7,895 sq. ft.) containing multiple retail uses located on Outlot F, (c) 551 on-site parking spaces containing at least 10,764 square feet of Permeable Paving (as defined below) ((a)-(c), collectively, the “Main Facility”), and (d) two additional Outlots (E and G) (collectively, 9,000 sq. ft.) that will be “pad-ready” and available for construction by tenants (with the Main Facility, collectively, the “Entire Facility”). The Acquisition and the Entire Facility and related improvements (including but not limited to those TIF-Eligible Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the “Project.” The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Stevenson/Brighton Redevelopment Project Area Tax Increment Finance District Eligibility Study and Redevelopment Plan and Project (“Redevelopment Plan”) attached hereto as Exhibit D.

F. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Midway Incremental Taxes (as defined below) from the Midway TIF Fund to pay for eligible redevelopment project costs incurred in the Stevenson/Brighton Redevelopment Area because

the Midway Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Stevenson/Brighton Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay its City Funds obligation (as such term is defined herein) to Developer for the City Funds Direct Payment (as defined below) under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Midway Incremental Taxes from the Midway Redevelopment Area into the Stevenson/Brighton TIF Fund (as defined herein).

G. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Notes (as defined below) and/or (ii) Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Eligible Improvements pursuant to the terms and conditions of this Agreement and the City Notes.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Eligible Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to the Developer pursuant to this Agreement), to make payments of principal and interest on the City Note, or in order to reimburse the City for the costs of TIF-Eligible Improvements.

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

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement by reference.

SECTION 2. DEFINITIONS

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

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

"Actual residents of the City" shall mean persons domiciled within the City.

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

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

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the Agreement during the preceding

calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the operating/Minimum Leasable Area Occupancy/Dark Days Provisions covenant (Section 8.22) (Compliance Period only); (2) compliance with the Job Creation and Retention covenant (Section 8.06) (Compliance Period only); (3) delivery of Financial Statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that LEED Certification has been obtained (Section 8.23) and (8) compliance with all other executory provisions of the Agreement.

"Associated Bank" shall mean Associated Bank, N.A.

"Available Incremental Taxes from the Project PINs" shall mean an amount equal to 95% of the Stevenson/Brighton Incremental Taxes deposited in the Stevenson/Brighton TIF Fund attributable to the taxes levied on the Property, treated as a first priority over any other obligations affecting the Stevenson/Brighton TIF Fund.

"Available Incremental Taxes from Transfer Rights" shall mean an amount equal to 100% of those Stevenson/Brighton Incremental Taxes deposited in the Stevenson/Brighton TIF Fund that are attributable to the City's exercise of its Transfer Rights.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"Certificate" shall mean the certificate described in Section 7.01 hereof.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Notes pursuant to which the principal amount of the City Notes will be established.

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

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

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

"City Fee" shall mean the fee described in Section 4.05(c) hereof, if any.

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

"City Funds Direct Payment" shall have the meaning set forth in Section 4.03(c) hereof.

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

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Compliance Period" shall have the meaning set forth in Section 8.22 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

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

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

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

"Entire Facility" shall have the meaning set forth in the Recitals hereof.

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

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

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

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

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

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

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"Incremental Taxes" shall mean (i) Stevenson/Brighton Incremental Taxes and (ii) to the extent the City has exercised its Transfer Rights, Midway Incremental Taxes.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"LEED Certification" shall mean Core and Shell certification, under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System maintained by the U.S. Green Building Council, for the Main Facility.

"Lender" shall mean Associated Bank, any other lender providing Lender Financing, or the successors to either of the foregoing entities.

"Lender Financing" shall mean funds borrowed by the Developer from lenders, including but not limited to Lender, and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Main Facility" shall have the meaning set forth in the Recitals hereof.

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

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

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Midway Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Midway Industrial Corridor TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Midway TIF Fund.

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

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

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

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

"Net Leasable Area Requirement" shall have the meaning set forth in Section 8.22 hereof.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

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

"Permeable Paving" shall mean a pervious paving installed over a prepared sub-base that (i) is not less than 22 inches deep below grade and (ii) is stratified to conform to IDOT gradations CA-7 for the upper six inches and CA-1 for the bottom 16 inches.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

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

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

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

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

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

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

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

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

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

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

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

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

"Stevenson/Brighton TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Stevenson/Brighton Redevelopment Area into which the Stevenson/Brighton Incremental Taxes will be deposited.

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

"Survey" shall mean a Class A 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, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Entire Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Tax-Exempt City Note A" shall mean the Tax Increment Allocation Revenue Note (Tax-Exempt Series A), to be in the form attached hereto as Exhibit M-1, in the maximum principal amount of \$5,548,316, issued by the City to the Developer as provided herein. The Tax-Exempt City Note A shall bear interest at an annual rate equal to the median value of the Baa (municipal market data) G.O. Bond rate (20 year) as published by Thompson-Reuters Municipal Market Data ("MMD") for 15 business days before said note is issued, plus 200 basis points, but in no event exceeding eight percent (8.00%) per annum, and shall not provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"Taxable City Note B" shall mean the Tax Increment Allocation Revenue Note (Taxable Series B), to be in the form attached hereto as Exhibit M-2, in the maximum principal amount of \$1,387,079, which principal amount may be increased in accordance with Section 4.03(c), issued

by the City to the Developer as provided herein. The Taxable City Note B shall bear interest at an annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg on the last business day prior to the date of issuance of said note plus 200 basis points, but in no event exceeding eight and one-half percent (8.5%) per annum, and shall not provide for accrued, but unpaid, interest to bear interest at the same annual rate.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on the earlier of (i) the date on which the Stevenson/Brighton Redevelopment Area is no longer in effect, or (ii) December 31, 2031.

“TIF Bonds” shall have the meaning set forth in the Recitals hereof.

“TIF Bond Ordinance” shall have the meaning set forth in the Recitals hereof.

“TIF Bond Proceeds” shall have the meaning set forth in the Recitals hereof.

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

“Title Company” shall mean Chicago Title Insurance Company.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the 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 Property related to Lender Financing, if any, issued by the Title Company.

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

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

SECTION 3. THE PROJECT

3.01 The Project. The Developer shall close on the Acquisition and take title to the Property prior to or not later than simultaneously with the Closing Date of this Agreement.

With respect to the Entire Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than 180 days after the Closing Date of this Agreement, and (ii) complete construction thereof (including the Permeable Paving) and (iii) commence the conducting of business operations within the Main Facility, no later than two years after the Closing Date of this Agreement.

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

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$31,946,163. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the square footage (133,281 sq. ft.) of the Entire Facility by more than five percent (5%); (b) a change in the use of the Property or the Entire Facility to a use other than neighborhood shopping center; (c) an increase in the Project Budget by more than 10%; or (d) a delay in the completion of the Entire Facility (including the Permeable Paving) and the commencing of business operations therein by more than six months past the date set forth in Section 3.01 hereof. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City

ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.09 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$31,946,163 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$ 7,868,676
Lender Financing	\$24,077,487
ESTIMATED TOTAL	\$31,946,163

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs and costs of TIF-Eligible Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Eligible Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to pay City funds ("City Funds") from the sources and in the amounts described directly below to pay for or reimburse the Developer for the costs of the TIF-Eligible Improvements. In particular, the City agrees (i) to make a single City Funds Direct Payment directly to the Developer, and (ii) to issue not to exceed two City Notes to the Developer.

Sources of City Funds

Maximum Amount

Available Incremental Taxes from Transfer Rights	Not to exceed \$1,000,000 in a City Funds Direct Payment
Available Incremental Taxes from the Project PINs	Not to exceed \$5,548,316 in a Tax-Exempt City Note A, plus interest that accrues on said note, plus Not to exceed \$1,387,079 in a Taxable City Note B, except as provided in Section 4.03(c)

provided, however, that the total amount of City Funds expended for TIF-Eligible Improvements shall be an amount not to exceed the lesser of \$7,935,395 or, if the Developer should realize actual Project costs that are less than the Project Budget set forth above, then the City Funds Direct Payment (and, therefore, the Maximum Amount of City Funds) will be reduced by \$0.75 for every \$1.00 the actual Project comes in below said figure; and provided further, however, that the City Funds Direct Payment (and, therefore, the Maximum Amount of City Funds) shall be permanently reduced by an aggregate amount not to exceed \$1,000,000 in the sole discretion of DPD if the Developer fails to achieve LEED Certification as set forth in Section 7.01(a) herein; and provided further, however, that if the City Funds Direct Payment is thus reduced to \$0, any further reductions in Maximum Amount of City Funds shall be taken from the principal value of Taxable City Note B.

The City shall use its Transfer Rights as follows:

transfer an amount not to exceed \$1,000,000 of Midway Incremental Taxes into the Stevenson/Brighton TIF Fund, sufficient to fund the City Funds Direct Payment.

(c) Issuance of the City Funds Direct Payment and the Notes. Within 45 days after the date of the Certificate, the City shall:

(i) pay the Developer an amount of City Funds not to exceed \$1,000,000 (the "City Funds Direct Payment"), solely from Available Incremental Taxes from Transfer Rights; and

(ii) issue to the Developer the Tax-Exempt City Note A, superior in lien to Taxable City Note B; and

(iii) issue to the Developer the Taxable City Note B, subordinate in lien to Tax-Exempt City Note A; and

(iv) provided, however, and notwithstanding any other provision of this Agreement to the contrary, if for any reason Developer seeks any reduction in the face value of Tax-Exempt City Note A from the amount set forth in sub-Section 4.03(c)(ii) above, then the City shall simultaneously issue both a reduced Tax-Exempt City Note A and correspondingly increased Taxable City Note B.

(d) Restrictions on Transfers of the Notes. Each Note or beneficial interest therein may only be offered, sold, pledged or otherwise transferred in principal amounts of not less than \$100,000 and only to (1) an institutional "accredited investor" within the meaning of rule 501(a) (1), (2), (3) or (7) under the Securities Act of 1933 (the "Securities Act") that delivers to the City an Investor Letter in the form that is part of Exhibit M-1 (for Tax-Exempt City Note A) or Exhibit M-2 (for Taxable City Note B) hereto, or (2) a person who the seller reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A(a)(1) of the Securities Act. Any holder of either Note or beneficial interest therein is required to notify any purchaser of the Note or beneficial interest therein of the resale restrictions referred to above. Notwithstanding the foregoing, if any transfer of either Note or beneficial interest therein is to a dealer meeting the requirements of Section 144A(a)(1) (ii), such dealer shall deliver to the City an Investor Letter with the modifications set forth on the Exhibit M-1 or M-2.

(e) Consent to Assignment. The City hereby consents to Developer's assignment of Tax-Exempt City Note A and the right to receive the City Funds Direct Payment to Associated Bank on a collateral basis. The City also agrees that, prior to the Developer's sale, if any, of Tax-Exempt City Note A, any City Funds that are due to be paid on it from time to time pursuant to this Agreement shall, if so directed by the Developer, be paid for the Developer's benefit in accordance with Developer's wire instructions.

(f) Hierarchy of Payments. During any year in which a payment of City Funds of any

kind (not including the City Funds Direct Payment) is due by the City under this Agreement, the first claim on City Funds (solely from Available Incremental Taxes from the Project PINs) will be for any payments of then-due interest and principal on Tax-Exempt City Note A; the second (subordinate) claim will be for any payments of then-due interest and principal on Taxable City Note B.

(g) Interest; Payment Obligations. Interest on both Notes, as well as the City's obligation to begin making payments on them, shall commence on the date of their issuance. The City's obligation to pay principal or interest on the Notes ceases not later than the Term of the Agreement date.

The parties agree that any debt service or payment schedule used in connection with any Note issued in connection with this Agreement, or any payment based thereon, will be made only to the extent that Available Incremental Taxes from the Project PINs are sufficient.

The pro forma payment schedule for Tax-Exempt City Note A shall be affixed thereto at the time of its issuance. There shall be no payment schedule for Taxable City Note B.

Payments on Taxable City Note B will be made once annually on May 1st of the year following timely receipt by the City of annual payment requests and other required annual reports. Interest cannot accrue on any unpaid note interest.

(h) TIF Bonds. The City may elect, through TIF Bonds or any other means available to the City, to pay off either of the notes.

4.04 Requisition Form. Once the Notes have been issued, and prior to each October 1 (or such other date as the parties may agree to) thereafter, and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide DPD a Requisition Form not more than once per year, along with the documentation described therein. On each December 1 (or such other date as may be acceptable to the parties) after the submittal of Requisition Forms, and continuing throughout the Term of the Agreement, the Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

This Section 4.04 does not apply to any Note holder that is not the Developer.

4.05 Prior Expenditures; City Fee; Allocation Among Line Items.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Eligible Improvements shall

not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) City Fee. [intentionally omitted]

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Eligible Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$50,000 or \$200,000 in the aggregate, may be made without the prior written consent of DPD. In the event that DPD has not approved or disapproved a written request from the Developer for a line item transfer within 30 days after receiving such request, said request shall be deemed approved by DPD as of said latter date.

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

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

(a) the total amount of the request for Certificate of Expenditure represents a TIF-Eligible portion of the actual cost of the Acquisition or the actual amount paid by the Developer to the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

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

(c) the Developer has approved all work and materials for the current request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

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

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

(f) no Event of Default or, to the best of Developer's knowledge, 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.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the TIF Bonds, if any, and this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement.

4.09 Cost of Issuance. The Developer shall be responsible for paying all costs relating to the issuance of the City Notes, including costs relating to the opinion described in Section 5.09 hereof.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

5.03 Extension of Sanitary Drainage and Ship Canal TIF Area; Other Governmental Approvals. The December 31, 2015 mandatory expiration or termination of that certain Sanitary Drainage and Ship Canal TIF Area that was established by enactments of the City Council on July 24, 1991 is authorized, by enactment of the Illinois Legislature and the signature of the Governor of Illinois, to be extended to a later expiration or termination date.

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

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

Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity) to complete the Project. The Developer has delivered to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

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

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

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

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

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

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

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

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for its most recent three fiscal years, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction work on the Project, including the reports described in Section 8.07 hereof. At least 30 days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction work on the Project is completed.

5.13 Environmental. The Developer has provided DPD with copies of that certain Phase I environmental audit completed with respect to the Property and any Phase II environmental audit (or similar evaluation or analysis) with respect to the Property required by or prepared for any applicable local, state or federal agency. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statements. The Developer has provided a copy of its Articles of Organization 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 the Developer is qualified to do business; a secretary's certificate or manager's certificate in such form and substance as the Corporation Counsel may require; by-laws of the entity; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, on the City's then current form, dated as of the Closing Date.

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

5.16 Leases. The Developer has provided DPD with current copies of the leases entered into with any tenants of the Entire Facility.

5.17 Developer's Conditions Precedent to Closing; Deadline. The following are conditions precedent to the Developer's obligation to close this transaction:

- A. The Condition set forth in Section 5.03 above has been met; and
- B. The City has petitioned Cook County for a new tax code for the Property PINs as set forth on Exhibit B;

provided, however, that the Closing Date must occur not later than 60 days after the later to occur of A or B hereinabove.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) The parties agree that the Developer has already selected a General Contractor for the construction of the Entire Facility.

For the TIF-Eligible Improvements, the Developer shall cause the General Contractor to select the subcontractor submitting the lowest responsible bid who can complete the Project in a timely manner. If the General Contractor selects any subcontractor submitting other than the lowest responsible bid for the TIF-Eligible Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds.

The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If the Developer does not cause the General Contractor to solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of each proposed contract with each contractor selected to handle the Project in accordance with Section 6.01 above. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall 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 the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

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

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction. Upon Developer's satisfactory completion of the following:

- The Developer has completed construction of the Entire Facility, including the Permeable Paving; and
- The Entire Facility has been built in accordance with the specifications set forth in PD #1198; and
- The City has issued a Certificate of Occupancy for the Main Facility; and
- The Developer has filed with DPD a notarized final Owner's or General Contractor's Sworn Statement concerning the construction of the Entire Facility; and
- A minimum of 75% of the square footage of the Main Facility is fully operational and is open for business; and
- A minimum of 80% of the completed commercial square footage of the Main Facility has been leased and occupied; and
- 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 provided in the Redevelopment Agreement; and

- The Developer has registered the Project for, and is in the process of, receiving LEED Certification with respect to the Main Facility, and has provided an affirmation to DPD from its architect concerning the likelihood that LEED Certification will eventually be achieved; provided, however, that if the City determines prior to issuing the Certificate that the Main Facility is unlikely to achieve LEED Certification, then the total amount of City Funds shall be reduced by no more than \$1,000,000, as described in Section 4.03(b) hereof;
- The Developer has submitted adequate documentation of Project costs for the Entire Facility to DPD; and
- Developer has provided evidence, to the City's satisfaction, of its having incurred and paid for the TIF-Eligible Improvements;

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

7.02 Effect of Issuance of Certificate; Continuing Obligations. 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 the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06 and 8.23 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 notwithstanding the issuance of a Certificate; provided, that (a) upon the issuance of a Certificate, the covenant set forth in Section 8.02 shall be deemed to have been fulfilled; (b) upon the expiration of the Compliance Period, the covenant set forth in Section 8.06 shall be deemed to have been fulfilled; and (c) upon delivery of evidence of LEED certification, the covenant set forth in Section 8.23 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

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

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto except for disbursements under Tax-Exempt City Note A; and

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

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

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

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

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

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

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

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

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

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

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

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

(j) prior to the issuance of a Certificate, and, thereafter for the entire Compliance Period (as defined in Section 8.22 hereof), the Developer shall 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 of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) (not including Outlots E or G) except in the ordinary course of business,

provided, however, that the City hereby acknowledges that all of the Property may be sold, transferred, conveyed or otherwise disposed of to Inland Pulaski Promenade, L.L.C. or Inland Real Estate Corporation (collectively, "Inland") or, following DPD's written approval of an Economic Disclosure Statement, to an entity wholly owned by Inland. City approval of such disposal will be predicated on the new ownership entity's ability to demonstrate the financial capacity together with the experience needed to effectively operate and manage a large retail development and that entity agrees to assume all surviving responsibilities and covenants applicable to the Developer;

(3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any

indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

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

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;

(n) on the date of issuance of the Tax-Exempt City Note A, the Developer will provide the City an opinion from Foley and Lardner LLP, special counsel, regarding the tax-exempt status and enforceability of said Note, in form and substance acceptable to Corporation Counsel;

(o) the Developer understands that (1) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Stevenson/Brighton TIF Fund; (2) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (3) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (4) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(p) the Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(q) the Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b);

(r) the Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms

of Section 4.03(d) and Section 18.15 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds by such Developer in violation of this Agreement; and

(s) the Developer acknowledges that, with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access (EMMA) System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the Stevenson/Brighton TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

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

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

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Stevenson/Brighton Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Eligible Improvements; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, 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 preparing an offering statement with respect thereto.

8.06 Job Creation and Retention. The Project is expected to generate approximately 182 construction jobs over the 12-month construction period. Developer estimates that, at the time of Project completion and occupancy of the Main Facility by tenants, approximately 162 full time equivalent (FTE=35 hours/week, 50 weeks/year) jobs will have been created in tenant

operations, provided however, that in no event will failure by tenants to meet this covenant be considered an Event of Default by the Developer under Section 15 below.

As set forth in more detail in Section 5.12, above, the Developer and its General Contractor will be required to meet with the Workforce Division of DPD to discuss the types of job opportunities available. In addition, the Developer will use its best efforts to mandate that each initial tenant of the Entire Facility meet with the Workforce Division and participate in the jobs referral program.

For the Compliance Period, the Developer will use best efforts to gather employment numbers of the tenants and owners of the Entire Facility and provide same to DPD in annual employment reports.

The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

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

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the applicable prevailing wage rates (and related back wages and penalties, if any), as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Eligible Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by

the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

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

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

8.13 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for the Developer's fiscal year ended 2013 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

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

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

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

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

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

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

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the closing date of the Acquisition in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

(ii) Right to Contest. No provision of this Agreement will require the payment of Governmental Charges in a manner different than is generally applicable.

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

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

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

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

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

8.21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DPD each Annual Compliance Report not later than February 1st of the subsequent calendar year. Failure by the Developer to submit the Annual Compliance Report before February 15th of a relevant year shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof.

8.22 Minimum Leasable Area Occupancy; Dark Days Provisions. The Developer hereby covenants to maintain a minimum occupancy of 75 percent of the net leasable area (the "Net Leasable Area Requirement") of the Main Facility for 10 years from the date of the Certificate (the "Compliance Period"). The City may rely on Developer's occupancy reports or, in its sole discretion, may undertake any audit or other method for obtaining occupancy figures from time to time.

In the first year that the Developer is out of compliance with the Net Leasable Area Requirement during the Compliance Period, the City shall (i) suspend all payment of Taxable City Note B for that year, (ii) suspend the accrual of interest for that year on the principal balance of Taxable City Note B, and (iii) extend the Compliance Period by one additional year.

In any second (but non-consecutive) year that the Developer is out of compliance with the Net Leasable Area Requirement during the Compliance Period, the City shall (i) suspend all payment of Taxable City Note B for that year, (ii) suspend the accrual of interest for that year on the principal balance of Taxable City Note B, and (iii) extend the Compliance Period by one additional year.

Developer hereby agrees that any additional non-compliance, or any consecutive years of non-compliance, under the Net Leasable Area Requirement, is a general Event of Default, and the City may exercise any remedies for same.

8.23 Evidence of LEED Certification. The Developer shall comply with the following requirements with respect to the Project:

Within two years after the Certificate is issued, the Developer shall provide evidence acceptable to the City that LEED Certification has been obtained for the Main Facility.

DPD also strongly encourages the use of stormwater "best management practices" such as natural landscaping, permeable paving, drainage swales, and naturalized retention basins, which limit the amount of stormwater entering our combined sewer system. A guide to stormwater best management practices can be obtained from DPD in Room 1101 City Hall or can be downloaded from the Chicago Center for Green Technology website.

The covenant set forth in this Section 8.23 shall run with the land and shall be binding upon any transferee throughout the Term of the Agreement.

8.24 Planned Development Covenant. The Developer shall comply with the terms and conditions of PD #1198, including its prohibited uses conditions, for the Term of this

Agreement.

8.25 Recapture Provisions. The Developer hereby covenants that if, within the five-year period beginning on the date of the Certificate (the "Capital Event Period"), it sells or conveys all or any portion of the Main Facility or all or any portion of the limited liability interests comprising the Developer entity (each, a "Capital Event"), then, upon each such occurrence of a Capital Event during the Capital Event Period, the Developer shall, within 30 days after each such Capital Event, pay and remit to the City an amount ("TIF Recapture Amount") equal to the sum of:

(i) 5% of the Net Profits at or above 9.5% and less than 11% that the Developer realizes from the Capital Event, plus

(ii) 10% of the Net Profits at or above 11% that the Developer realizes from the Capital Event,

provided, however, that the total TIF Recapture Amount shall not exceed an amount that would cause the Tax-Exempt City Note A not to be qualified under the private payment test under Section 141 of the Internal Revenue Code.

For purposes of this Agreement, "Net Profits" means the amount received by the seller of (x) the net proceeds of the Capital Event (whether or not set forth on a settlement statement prepared in connection with such Capital Event), minus (y) the seller's portion of the total capital investment in the Main Facility, as such portion is allocated by the Developer's operating agreement.

Any TIF Recapture Amount received by the City shall be deposited into a separate account within the Stevenson/Brighton TIF Fund and shall be used for Redevelopment Project Costs; provided, however, such amounts shall not be used directly or indirectly for repayment of Tax-Exempt City Note A.

In no event shall any such TIF Recapture Amount be paid to the City any later than any concurrent payment which is to be made on a pari passu basis to the Developer.

The provisions of this Section 8.25 shall not be binding on any transferee who takes title to the Property from a Lender (or its nominee) which has exercised its remedies pursuant to a mortgage or other financing documents.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

9.02 Covenant to Petition for New Tax Code. The City covenants that, within 60 days following enactment and approval of the ordinance authorizing this Agreement, it will petition Cook County for a new tax code for the Property PINs as set forth on Exhibit B.

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Stevenson/Brighton 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 Stevenson/Brighton Redevelopment Area.

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

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

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

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

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

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an

employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the 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 or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received

from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain or cause to be maintained records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

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

SECTION 12. INSURANCE

The Developer must provide and maintain, or cause to be provided and maintained during the term of this Agreement, the insurance coverage 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

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

(ii) Commercial General Liability (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 of Chicago is to be

named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, 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

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

(ii) Commercial General Liability (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 two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

If any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, 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

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants that are not employees of the Developer perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must 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 on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or 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 is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does 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 stop work and/or terminate agreement until proper evidence of insurance is provided.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement for the purpose of confirming the Developer's compliance with the Agreement.

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the

Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

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

(j): except as set forth in Section 8.01(j) hereof, the sale or transfer of the ownership interests of the Developer without the prior written consent of the City prior to the expiration of the Compliance Period;

(k) non-compliance as set forth in the last paragraph of Section 8.22 hereof with respect to the Net Leasable Area Requirement; or

(l) the Developer has not delivered evidence satisfactory to the City of LEED Certification within the time period specified in Section 8.23 hereof.

For purposes of Section 15.01(i) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds, and seek reimbursement of any City Funds paid by the City on Taxable City Note B or on the City Fund Direct Payment; provided, however, that the City will not suspend payment or seek reimbursement of any principal or interest due and owing under Tax-Exempt City Note A, once issued. It is further agreed that the City's obligation to make payments under Tax-Exempt City Note A shall survive termination of this Agreement in

accordance with the terms of this Agreement as if this Agreement were in effect. 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 damages, injunctive relief or the specific performance of the agreements contained herein.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23, LEED Certification, the City's sole remedy shall be the right to seek reimbursement of \$1,000,000 of City Funds from any combination of the City Funds Direct Payment and Taxable City Note B, unless the City Funds paid upon Certificate issuance were already reduced by \$1,000,000 due to anticipated failure to achieve LEED Certification as described in Section 7.01. If the City reduces the City Funds paid as described in the preceding sentence, the City shall have no other remedy for the Developer's failure to achieve LEED Certification.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; and provided, further, that there shall be no cure period with respect to the filing of the Annual Compliance Report pursuant to Section 8.21 hereof.

15.04. Right to Cure by Lender. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in termination of this Agreement and all related agreements, or the suspension, cancellation or reduction of the amount of City Funds disbursed hereunder, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Lender and the Lender shall have the right (but not the obligation) to cure such Event of Default as follows:

(a) if the Event of Default is a monetary default, the Lender may cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the Lender of such notice from the City; and

(b) if any Event of Default is of a non-monetary nature, the Lender shall have the right to cure such default within 30 days after the later of: (i) the expiration of the cure

period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt by the Lender of such notice from the City.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property 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 the Developer as follows:

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

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

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

undertaken for permanent financing purposes and obtained from a commercial or institutional lender.

SECTION 17. NOTICE

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

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division
If to the Developer:	Pulaski Promenade LLC 850 W. Jackson Blvd. – Suite 701 Chicago, Illinois 60607
With Copies To:	Marcus J. Nunes, Esq. Chico and Nunes, P.C. 333 W. Wacker Drive – Suite 1420 Chicago, Illinois 60606
	Rob Burda Associated Bank, N.A. 525 West Monroe Street Suite 2400 Chicago, Illinois 60661

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

SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any

relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

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

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

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

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

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

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

18.15 Assignment. Except as expressly allowed elsewhere herein (e.g. at Section 4.03(d)), the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to Developer's collateral assignment of this Agreement to Associated Bank for the purpose of securing the Lender Financing by Associated Bank. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to the survival of covenants hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

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

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

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

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

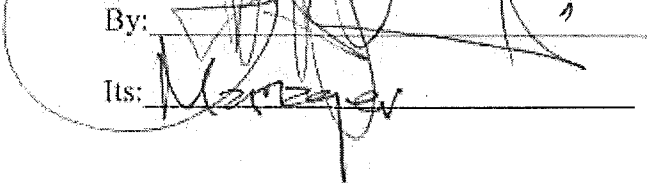

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any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

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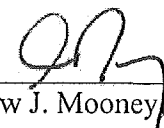
IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

PULASKI PROMENADE LLC

By: IBT Group LLC, its sole manager

By:  _____
Its:  _____

CITY OF CHICAGO, by and through its Department of Planning and Development

By:  _____
Andrew J. Mooney, Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KATHY M. MCCOY, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Pachucki, personally known to me to be the Sole Manager of IBT Group LLC, an Illinois limited liability company, which is the manager of Pulaski Promenade LLC, 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/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Manager of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10 day of Sept 2014

Kathy McCoy

Notary Public

My Commission Expires 4-3-18

(SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, 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 signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 2nd day of September, 2014

Patricia Sulewski
Notary Public



My Commission Expires 5/7/18

EXHIBIT A1

STEVENSON/BRIGHTON REDEVELOPMENT AREA

Legal Description

[attached]



All that part of Sections 35 and 36, Township 39 North, Range 13 East of the Third Principal Meridian and Sections 2, 3, 11 and 12, Township 38 North, Range 13 East of the Third Principal Meridian, being bounded and described as follows:

beginning at the point of intersection of the east line of South Rockwell Street with the south line of West 50th Street in the east half of the northeast quarter of said Section 12, and running; thence west along said south line of West 50th Street and the westward extension thereof to the east line of South California Avenue, being in the west half of the northeast quarter of said Section 12; thence south along said east line of South California Avenue and the southward extension thereof to the south line of West 51st Street; thence west along said south line of West 51st Street and the westward extension thereof to the intersection of the southward extension of the east line of South Kedzie Avenue, being in the west half of the northwest quarter of said Section 12; thence north along said southward extension of South Kedzie Avenue and the east line thereof to the south line of the C. & G. T. Railroad right-of-way; thence west along said south line of the C. & G. T. Railroad right-of-way to the west line of the west half of said northwest quarter of Section 12; thence north along said west line of the west half of the northwest quarter of Section 12 to the north line of said C. & G. T. Railroad right-of-way; thence east along said north line of the C. & G. T. Railroad right-of-way to the east line of South Kedzie Avenue; thence north along

said east line of South Kedzie Avenue to the intersection with the eastward extension of the north line of vacated West 49th Street, being in the east half of the northeast quarter of said Section 11; thence west along said eastward extension of the north line of vacated West 49th Street and the north line thereof to the east line of the west half of the west half of the northeast quarter of said Section 11; thence south along said east line of the west half of the west half of the northeast quarter of Section 11 to the centerline of said vacated West 49th Street; thence west along said centerline of vacated West 49th Street to the intersection with the southward extension of the west line of Lot 37 in Weaver's Elsdon Subdivision of Block 10 in James H. Rees' Subdivision of the northeast quarter of said Section 11; thence north along said southward extension of Lot 37 in Weaver's Elsdon Subdivision to the north line of said vacated West 49th Street; thence northwesterly along the southwesterly line of a parcel of land bearing Permanent Index Number 19-11-200-047, said southwesterly line being the arc of a circle, nontangent to the last described line, concave to the northeast and having a radius of 774.99 feet to the east line of the G.T.&W. Railroad right-of-way; thence north along said east line of the G.T.&W. Railroad right-of-way to the intersection of the southeasterly line of South Archer Avenue with the eastward extension of the north line of West 47th Street; thence west along said eastward extension of the north line of West 47th Street, being in the east half of the southwest quarter of said Section 2 to the northwesterly line of South Archer Avenue; thence southwesterly along the southwesterly extension of the northwesterly line of South Archer Avenue to the south line of said West 47th Street, being in the east half of the northwest quarter of said Section 11; thence west along said south of West 47th Street and the westward extension thereof to the intersection with the southward extension of the west line of South Hamlin Avenue, being in the west half of the southwest quarter of said Section 2; thence north along said southward extension and the west line of South Hamlin Avenue to the south line of West 45th Street; thence west along said south line of West 45th Street and the westward extension thereof to the intersection with the southward extension of the west line of South Springfield Avenue; thence north along said southward extension and the west line of South Springfield Avenue to the south line of West 44th Street; thence northwesterly along a straight line to the point of intersection of the north line of West 44th Street with the east line of the parcel of land bearing Permanent Index Number 19-02-300-010; thence west along the south line of said parcel of land bearing Permanent Index Number 19-02-300-010, said south line being also the north line of West 44th Street, to the east line of the parcel of land bearing Permanent Index Number 19-02-300-009; thence north along said east line of the parcel of land bearing Permanent Index Number 19-02-300-009 to the south line of the parcel of land bearing Permanent Index Number 19-02-300-004; thence west along said south line of the parcel of land bearing Permanent Index Number 19-02-300-004 to the east line of the parcel of land bearing Permanent Index Number 19-02-300-007; thence north along said east line of the parcel of land bearing Permanent Index Number 19-02-300-007 to the south line of the parcel of land bearing Permanent Index Number 19-02-300-002; thence west along said south line of the parcel of land bearing Permanent Index Number 19-02-300-002 and the westerly extension

thereof to the west line of South Pulaski Road, being in the east half of the southeast quarter of said Section 3; thence north along said west line of South Pulaski Road to the south line of West 43rd Street; thence west along said south line of West 43rd Street to the east line of South Keeler Avenue; thence south along said east line of South Keeler Avenue to the south line of West 46th Street; thence west along said south line of West 46th Street and the westward extension thereof to the east line of the 8 foot wide north and south alley west of South Keeler Avenue in Frederick H. Bartlett's 47th Street Subdivision of Lot C in Circuit Court Partition of the south half and (except the 90 foot strip adjoining the canal) that part of the northwest quarter south of the Illinois and Michigan Canal in said Section 3; thence south along the northward extension of the east line of said 8 foot wide north and south alley and the east line thereof to the north line of the 16 foot wide east/west alley north of West 47th Street in the hereinbefore described subdivision; thence west along the westward extension of the north line of said east and west 16 foot wide alley to the intersection with the northward extension of the west line of Lot 142 in said Frederick H. Bartlett's Subdivision; thence south along the said northward extension of the west line of Lot 142 and the west line of said Lot 142 and the southward extension thereof to the south line of West 47th Street; thence west along said south line of West 47th Street to the west line of the east half of the east half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; thence north along said west line and the northward extension of said west line of the east half of the east half of the northwest quarter of Section 10 to the north line of West 47th Street; thence west along said north line of West 47th Street to the east line of the parcel of land bearing Permanent Index Number 19-03-400-099, said east line being 978.82 west of and parallel with the east line of the east half of the southwest quarter of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian; thence north along said east line of the parcel of land bearing Permanent Index Number 19-03-400-099 to the south line of the parcel of land bearing Permanent Index Number 19-03-316-177, said south line being a line 496.71 north of and parallel with said north line of West 47th Street; thence east along said south line of the parcel of land bearing Permanent Index Number 19-03-316-177 to the east line thereof; thence north and northwesterly along said east line of the parcel of land bearing Permanent Index Number 19-03-316-177 to a line 14 feet north of and parallel with the north line of West District Boulevard, being in the east half of the northwest quarter of Section 3 aforesaid; thence east along said line 14 feet north from and parallel with the north line of West District Boulevard to a point of intersection with the northwesterly line of the parcel of land bearing Permanent Index Number 19-03-400-206; thence northeasterly along said northwesterly line of the parcel of land bearing Permanent Index Number 19-03-400-206, said northwesterly line being the arc of a circle, nontangent to the last described line, convex to the northwest and having a radius of 3,820 feet to a point of a curve in the southeasterly line of the parcel of land bearing Permanent Index Number 19-03-400-163, said point of curve being 610 feet north of the north line of West District Boulevard aforesaid and 248.67 feet west of the east line of the east half of the northwest quarter of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian; thence northeasterly

along said southeasterly line of the parcel of land bearing Permanent Index Number 19-03-400-163, here being a straight line, 127.96 feet to a line 693.51 feet north of and parallel with the north line of West District Boulevard; thence east along said line 693.51 feet north of and parallel with said north line of West District Boulevard a distance of 151.25 feet to the east line of the east half of the northwest quarter of said Section 3; thence north along said east line of the east half of the northwest quarter of Section 3 to the southerly line of the Gulf Mobile and Ohio Railroad right-of-way; thence southwesterly along said Gulf Mobile and Ohio Railroad right-of-way to the west line of South Cicero Avenue; thence north along said west line of South Cicero Avenue to the southwesterly extension of the northerly line of the parcel of land bearing Permanent Index Number 19-3-501-001; thence northeasterly along said northerly line of the parcel of land bearing Permanent Index Number 19-3-501-001 and the northeasterly extension thereof to the south line of the parcel of land bearing Permanent Index Number 16-34-505-001; thence west along said south line of the parcel of land bearing Permanent Index Number 16-34-505-001 to the northerly line of the Atchison, Topeka and Santa Fe Railroad right-of-way; thence southwesterly along said northerly line of the Atchison, Topeka and Santa Fe Railroad right-of-way to the easterly line of the Belt Railway Company of Chicago right-of-way; thence north along said easterly line of the Belt Railway Company of Chicago right-of-way to the southerly line of the Sanitary Drainage and Ship Canal; thence northeasterly along said southerly line of the Sanitary Drainage and Ship Canal to the south line of the parcel of land bearing Permanent Index Number 16-35-300-038; thence west along said south line of the parcel of land bearing Permanent Index Number 16-35-300-038 to the northerly line of the Sanitary Drainage and Ship Canal; thence northeasterly along said northerly line of the Sanitary Drainage and Ship Canal and the northerly line thereof to the west line of South Kedzie Avenue; thence south along said west line of South Kedzie Avenue to the southerly line of the Sanitary Drainage and Ship Canal; thence northeasterly along said southerly line of the Sanitary Drainage and Ship Canal to the southerly line of the Illinois Central Railroad right-of-way; thence southeasterly along the southerly line of the Illinois Central Railroad right-of-way, said southerly line being the arc of a circle, nontangent to the last described line and convex to the southwest, to the westerly line of the parcel of land bearing Permanent Index Number 16-36-503-002; thence south along said westerly line of the parcel of land bearing Permanent Index Number 16-36-503-002 to the southerly line thereof; thence northeasterly along said southerly line of the parcel of land bearing Permanent Index Number 16-36-503-002, said southerly line being also the southerly line of the Atchison, Topeka and Santa Fe Railroad right-of-way, to the west line of South California Avenue; thence south along said west line of South California Avenue to the south line of West 35th Street; thence west along said south line of West 35th Street to the east line of the north and south 16 foot wide alley in Block 3 in Gross and Moore's Subdivision in the east half of the southwest quarter of said Section 36; thence south along the east line of said alley and the southward extension thereof to the north line of the east and west 16 foot wide alley in Block 3 in Gross and Moore's Subdivision aforesaid; thence east along the north line of said 16 foot wide east and west alley and the eastward extension thereof

to the east line of South Francisco Avenue; thence south along said east line of South Francisco Avenue to the intersection with the eastward extension of the south line of West 36th Street; thence west along said eastward extension and the south line of West 36th Street to the east line of South Albany Avenue, being in the west half of the southwest quarter of Section 36 aforesaid; thence south along said east line of South Albany Avenue to the north line of West 36th Place; thence east along said north line of West 36th Place to the west line of South California Avenue, being in the east half of the southwest quarter of said Section 36; thence north along said west line of South California Avenue to the westerly extension of the north line of Lot 28 in Block 3 in Thomas Kelly's Addition to Chicago in Section 36; thence east along said westerly extension of the north line of Lot 28 and the north line thereof to the west line of the 16 foot wide alley east of South California Avenue; thence southeasterly along a straight line to the intersection of the east line of the 16 foot wide alley east of South California Avenue with the north line of the 16 foot wide alley north of West 36th Place; thence east along said north line of the 16 foot wide alley north of West 36th Place to the west line of the 16 foot wide alley west of South Washtenaw Avenue; thence northeasterly along a straight line to the northwest corner of Lot 5 in Block 3 in Thomas Kelly's Addition to Chicago in Section 36; thence east along the north line of Lot 5 and the easterly extension thereof to the east line of South Washtenaw Avenue; thence south along said east line of South Washtenaw Avenue to the north line of West 36th Place; thence east along said north line of West 36th Place and the westward extension thereof to the east line of South Rockwell Street, being in the east half of the southeast quarter of said Section 36; thence south along said east line of South Rockwell Street and the northward extension thereof to the north line of the Gulf Mobile and Ohio Railroad right-of-way; thence east along said north line of the Gulf Mobile and Ohio Railroad right-of-way to the westerly line of the parcel of land bearing Permanent Index Number 16-36-414-007 and Permanent Index Number 16-36-414-008, said westerly line being the arc of a circle, convex to the northwest, nontangent to the last described line; thence southwestwardly along said westerly line of the parcel of land bearing Permanent Index Number 16-36-414-007 and Permanent Index Number 16-36-414-008 to the south line of said Gulf Mobile and Ohio Railroad right-of-way; thence west along said south line of the Gulf Mobile and Ohio Railroad right-of-way to the east line of South Maplewood Avenue, South Maplewood Avenue being here 40 feet in width; thence south along said east line of South Maplewood Avenue to the south line of the 16 foot wide east/west alley lying north of West 38th Street in the resubdivision of Lots 54 and 57 of the original town of Brighton; thence west along the westward extension of the south line of said 16 foot wide east/west alley to the southeast corner of Lot 53 of the original town of Brighton; thence west along the south line of said Lot 53 to the east line of the westerly 57 feet of Lot 58 of the original town of Brighton; thence south along the east line of the westerly 57 feet of said Lot 58 to the north line of West 38th Street; thence east along said north line of West 38th Street to the northeasterly extension of the northerly line of Lots 5 through 10 in Avenue Subdivision of Lots 59 and 62 in original town of Brighton in Section 36; thence southwestwardly along said northeasterly extension of the northerly line of Lots 5 through 10 and the

northerly line thereof to the northwesterly corner of said Lot 5; thence continuing southwesterly along the southwesterly extension of the northerly line of said Lots 5 through 10 to the east line of South Rockwell Street; thence south along said east line of South Rockwell Street to the northerly line of South Archer Avenue; thence southeasterly along a straight line to the intersection of the southerly line of South Archer Avenue with the north line of West Pershing Road; thence southwesterly along the southerly line of South Archer Avenue to the south line of West Pershing Road; thence west along said south line of West Pershing Road to the west line of South Washtenaw Avenue; thence north along said west line of South Washtenaw Avenue to the north line of West 38th Street; thence east along said north line of West 38th Street to the west line of South Rockwell Street; thence north along said west line of South Rockwell Street to the south line of West 37th Place; thence west along said south line of West 37th Place and the westward extension thereof to the west line of South Washtenaw Avenue; thence north along said west line of South Washtenaw Avenue and the northward extension thereof, to the south line of the 16 foot wide east/west alley north of West 37th Place in Thomas Kelly's Addition to Chicago in the west half of the southeast quarter in said Section 36; thence west along said south line of the 16 foot wide east/west alley to the line between Lots 9 and 10 in Thomas Kelly's Addition aforesaid; thence south along said line between Lots 9 and 10 and the southward extension thereof in Thomas Kelly's Addition to the south line of West 37th Place; thence west along said south line west of West 37th Place to the east line of South California Avenue; thence south along said east line of South California Avenue and the southward extension thereof to the south line of West 38th Street; thence west along said south line of West 38th Street and the westward extension thereof to the intersection of the southward extension of the west line of the 20 foot wide north/south alley west of South California Avenue, said alley being in John McCaffery's Subdivision in the southwest corner of the north half of the southeast quarter of the southwest quarter of said Section 36; thence north along the southward extension of the west line and the west line of said 20 foot wide north/south alley to the south line of the east/west 20 foot wide alley north of West 38th Street in John McCaffery's Subdivision aforesaid; thence west along said south line of the 20 foot wide east/west alley to the line between Lots 28 and 29 in said John McCaffery's Subdivision; thence south along said line between Lots 28 and 29 in John McCaffery's Subdivision and the southward extension of the line between said Lots 28 and 29 to the south line of West 38th Street; thence west along said south line of West 38th Street, and the westward extension thereof, to the west line of South Sacramento Avenue, being in the west half of the southwest quarter of said Section 36; thence north along said west line of South Sacramento Avenue and the northward extension thereof to the south line of West 37th Place; thence west along said south line of West 37th Place, and the westward extension thereof, to the west line of the west half of the southwest quarter of said Section 36; thence south along said west line of the west half of the southwest quarter of Section 36 to the intersection of the eastward extension of the south line of West 37th Place, being in the east half of the southeast quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of West 37th Place to the northwest corner of Block 5 in Adam Smith's Subdivision of Lot 1 in

Block 11 and Lot 1 in Block 12 and all of Block 17 in James A. Rees' Subdivision in the southeast quarter of Section 35, Township 39 North, Range 13 East of the Third Principal Meridian lying south of the Illinois and Michigan Canal; thence south along said west line of Block 5 and the southward extension thereof to the south line of West 38th Street; thence west along said south line of West 38th Street and the westward extension thereof to the west line of South Spaulding Avenue; thence north along said west line of South Spaulding Avenue and the northward extension thereof to the north line of Lots 9 through 20, both inclusive, in Bartley's 36th Street Addition in Blocks 14 and 15 in James A. Rees' Subdivision aforesaid and the north line of Lots 2 through 13, both inclusive, in Rubin's Subdivision of Lot 2 in Block 14 in said James A. Rees' Subdivision; thence west along said north line of Lots 9 through 20, both inclusive, and said north line of Lots 2 through 13, both inclusive, to the east line of South Homan Avenue; thence southwesterly along a straight line to the point of intersection of the west line of South Homan Avenue with the south line of the 16 foot wide east/west alley north of West 37th Place, being in the resubdivision of Lots 1 through 15, both inclusive, Lots 40 through 45, both inclusive, and Lots 16 and 39, excepting the west 4.3 feet of said Lots 16 and 39, in Block 7 in Adam Smith's Subdivision aforesaid; thence west along said south line of the 16 foot wide east/west alley to the east line of Lot 1 in Warren's Subdivision of part of Adam Smith's Subdivision aforesaid; thence south along said east line of Lot 1 in Warren's Subdivision to the centerline of West 37th Place; thence west along said centerline of West 37th Place to the northeast corner of Lot 8 in said Warren's Subdivision; thence south along the east line and the southward extension of said east line of Lot 8 in Warren's Subdivision to the south line of West 38th Street; thence west along said south line of West 38th Street, and the westward extension thereof, to the west line of the west half of the southeast quarter of said Section 35, said westward extension being perpendicular to the west line of the west half of the southeast quarter of Section 35; thence south along said west line of the west half of the southeast quarter of Section 35 to the north line of West Pershing Road; thence east along said north line of West Pershing Road and the eastward extension thereof to the intersection with the northward extension of the east line of South Kedzie Avenue, being in the west half of the northwest quarter of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian; thence south along said northward extension, the east line and the southward extension of said east line of South Kedzie Avenue to the intersection of the eastward extension of the south line of West 43rd Street, being in the east half of the southeast quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian; thence west along said south line of West 43rd Street and the eastward extension thereof to the east line of South Drake Avenue, being in the west half of said southeast quarter of Section 2; thence south along said east line of South Drake Avenue to the north line of the 16 foot wide alley north of West 47th Street; thence east along said north line of the 16 foot wide alley north of West 47th Street to the northerly extension of the east line of Lot 103 in Parsons and McCaffery's Addition to Chicago in Section 2; thence south along said northerly extension of the east line of Lot 103 and the east line thereof to the north line of West 47th Street; thence east along said north line of West 47th Street to the west line of Lot 27

in A. T. McIntosh's Subdivision in Section 2; thence north along said west line of Lot 27 and the northerly extension thereof to the north line of the 16 foot wide alley north of West 47th Street; thence east along said north line of the 16 foot wide alley north of West 47th Street to the westerly line of the parcel of land bearing Permanent Index Number 19-02-425-049; thence north along said westerly line of the parcel of land bearing Permanent Index Number 19-02-425-049 to the northerly line thereof; thence northeasterly along said northerly line of the parcel of land bearing Permanent Index Number 19-02-425-049 to the east line thereof; thence south along said east line of the parcel of land bearing Permanent Index Number 19-02-425-049 to the north line of the 16 foot wide alley north of West 47th Street; thence east along said north line of the 16 foot wide alley north of West 47th Street and the easterly extension thereof to the east line of South Christiana Avenue; thence south along said east line of South Christiana Avenue to the north line of West 47th Street; thence east along said north line of West 47th Street to the west line of South Spaulding Avenue; thence north along said west line of South Spaulding Avenue to the westerly extension of the north line of Lot 66 in Bowles' Subdivision of Lot 9 in McCaffery and Murphy's Subdivision in Section 2; thence east along said westerly extension of the north line of Lot 66 and the north line thereof to the west line of the 16 foot wide alley east of South Spaulding Avenue; thence east along the easterly extension of the north line of Lot 66 to the east line of the 16 foot wide alley east of South Spaulding Avenue; thence south along said east line of the 16 foot wide alley east of South Spaulding Avenue to the south line of Lot 56 in Bowles' Subdivision of Lot 9 in McCaffery and Murphy's Subdivision in Section 2; thence east along said south line of Lot 56 and the easterly extension thereof to the east line of South Sawyer Avenue; thence south along said east line of South Sawyer Avenue to the north line of West 47th Street; thence east along said north line of West 47th Street to the west line of the 16 foot wide alley east of South Sawyer Avenue; thence north along said west line of the 16 foot wide alley east of South Sawyer Avenue to the westerly extension of the north line of Lot 17 in Bowles' Subdivision of Lot 9 in McCaffery and Murphy's Subdivision in Section 2; thence east along said westerly extension of the north line of Lot 17 and the north line thereof to the west line of South Kedzie Avenue; thence north along said west line of South Kedzie Avenue to the westerly extension of the north line of the 16 foot wide alley north of West 47th Street; thence east along said westerly extension of the north line of the 16 foot wide alley north of West 47th Street and the north line thereof to the west line of South Troy Street; thence east along the easterly extension of the north line of the 16 foot wide alley north of West 47th Street to the east line of South Troy Street; thence south along said east line of South Troy Street to the north line of West 47th Street; thence east along said north line of West 47th Street to the west line of South Sacramento Avenue; thence north along said west line of South Sacramento Avenue to the westerly extension of the north line of the 16 foot wide alley north of West 47th Street; thence east along said westerly extension of the north line of the 16 foot wide alley north of West 47th Street and the north line thereof to the east line of the 16 foot wide alley east of South Richmond Street; thence south along said east line of the 16 foot wide

alley east of South Richmond Street and the southerly extension thereof to the centerline of the 16 foot wide alley north of West 47th Street; thence east along said centerline of the 16 foot wide alley north of West 47th Street to the west line of South Francisco Avenue; thence north along said west line of South Francisco Avenue to the westerly extension of the north line of the 16 foot wide alley north of West 47th Street; thence east along said westerly extension of the north line of the 16 foot wide alley north of West 47th Street and the north line thereof to the west line of South Mozart Street; thence east along the easterly extension of the north line of the 16 foot wide alley north of West 47th Street to the east line of South Mozart Street; thence south along said east line of South Mozart Street to the north line of West 47th Street; thence east along said north line of West 47th Street to the west line of the 16 foot wide alley east of South Mozart Street; thence north along said west line of the 16 foot wide alley east of South Mozart Street to the westerly extension of the north line of Lot 18 in J.A. Lashar's Subdivision of the east half of Block 4 of Stewart's Subdivision in Section 1; thence east along said westerly extension of the north line of Lot 18 and the north line thereof to the west line of South California Avenue; thence east along the easterly extension of the north line of Lot 18 to the east line of South California Avenue; thence south along said east line of South California Avenue to the south line of Lots 2 through 12, both inclusive in the subdivision of the north 1 Acre of the west half of the northwest quarter of the northwest quarter of the northeast quarter in said Section 12; thence east along said south line of Lots 2 through 12, both inclusive, to the east line of the parcel of land bearing Permanent Index Number 19-12-200-010; thence north along said east line of the parcel of land bearing Permanent Index Number 19-12-200-010 and the northerly extension thereof to the north line of West 47th Street being in the west half of the southeast quarter of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian; thence east along said north line of West 47th Street, and the westward extension thereof, to the intersection with the northward extension of the west line of Lot 5 in Stowe's Subdivision of the east half of the east half of the northwest quarter of the northwest quarter of the northeast quarter of said Section 12; thence south along said northward extension of Lot 5 and the west line thereof to the north line of the 16 foot wide east west alley South of 47th Street Stowe's in Subdivision aforesaid; thence east along said north line of the 16 foot wide east west alley and the eastward extension thereof to the point of intersection of the east line of South Washtenaw Avenue and the north line of the 16 foot wide east west alley south of West 47th Street in Walter Koski's Subdivision of (except the south 100 feet and except the east 8 feet of the north 158 feet) the west half of the northwest quarter of the northeast quarter of the northwest quarter of the northeast quarter and the south 100 feet of the northeast quarter of the northwest quarter of the northeast quarter in said Section 12; thence east along the north line of said alley and the eastward extension thereof in Koski's Subdivision aforesaid to the east line of a parcel of land bearing Permanent Index Number 19-12-202-021; thence north along said east line of the parcel of land bearing Permanent Index Number 19-12-202-021, and the northward extension thereof, to the north line

of West 47th Street; thence east along said north line of West 47th Street to the intersection of the northward extension of the east line of South Talman Avenue; thence south along said northward extension the east line of South Talman Avenue to the north line of the 16 foot wide east west alley south of 47th Street in Clunn's Subdivision of the east half of the northeast quarter of the northwest quarter of the northeast quarter of said Section 12; thence east along said north line of said 16 foot wide east west alley to the intersection with the northward extension of the 16 foot wide north south alley in Clunn's Subdivision aforesaid; thence south along said northward extension and the east line of said 16 foot wide north south alley to the north line of West 48th Street; thence east along said north line of West 48th Street to the west line of Lot 15 in Karel V. Janovsky's Subdivision of the south half of the northeast quarter of the northeast quarter of the northeast quarter in Section 12; thence north along said west line of Lot 15 and the northerly extension thereof to the north line of the 16 foot wide alley north of West 48th Street; thence east along said north line of the 16 foot wide alley north of West 48th Street to the west line of the 16 foot wide alley west of South Western Boulevard; thence north along said west line of the 16 foot wide alley west of South Western Boulevard to the westerly extension of the north line of Lot 3 in said Karel V. Janovsky's Subdivision in Section 12; thence east along said westerly extension of the north line of Lot 3 and the north line thereof to the west line of South Western Boulevard; thence east along the easterly extension of the north line of Lot 3 to the east line of South Western Avenue; thence south along said east line of South Western Boulevard to the eastward extension of the south line of the C. & G. T. Railroad right-of-way being in the east half of the northeast quarter of said Section 12; thence west along said eastward extension and the south line of the C. & G. T. Railroad right-of-way to the east line of South Rockwell Street; thence south along said east line of South Rockwell Street and the southward extension thereof to the south line of West 50th Street, being also the point of beginning of the hereinbefore described parcel of land, all in Cook County, Illinois.

EXHIBIT A2

MIDWAY REDEVELOPMENT AREA

Legal Description

[attached]



Midway Industrial Corridor.

All that part of Sections 3, 9, 10, 15 and 16, Township 38 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the west line of South Cicero Avenue with the south line West 44th Street, and running; thence north along said west line of South Cicero Avenue to the southeasterly line the Gulf Mobile & Ohio Railroad right-of-way; thence northeasterly along said southeasterly line of the Gulf Mobile & Ohio Railroad right-of-way to the point of intersection of said southeasterly line of the Stevenson Expressway right-of-way with the east line of the east half of the northwest quarter of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian; thence south along said east line of the east half of the northwest quarter of Section 3 to a line 693.51 feet north of and parallel with the north line of district boulevard; thence west along said line 693.51 feet north of and parallel with the north line of district boulevard a distance of 151.25 feet to the easterly line of the parcel of land bearing Permanent Index Number 19-03-400-163; thence southwest along said easterly line of the parcel of land bearing Permanent Index Number 19-03-400-163, here being a straight line, 127.96 feet to a point 610.0 feet north of the north line of district boulevard and 248.67 feet west of the east line of said east half of the northwest quarter of Section 3, Township 38 North, Range 13 East of the Third

(Continued on page 42824)

(Continued from page 42820)

Principal Meridian; thence continuing southwest along said easterly line of the parcel of land bearing Permanent Index Number 19-03-400-163, here being the arc of a circle tangent to the last described line, convex to northwest and having a radius of 3,820 feet to the point of intersection of said arc with a line 14 feet north of and parallel with the north line of district boulevard; thence west along said line 14 feet north of and parallel with the north line of district boulevard to the northerly extension of the west line of district boulevard, said west line of district boulevard being also the east line of the property bearing Permanent Index Number 19-3-400-177; thence south along said east line of the property bearing Permanent Index Number 19-3-400-177 to the south line thereof, said south line of property bearing Permanent Index Number 19-3-400-177 being a line 496.71 feet north of and parallel with the north line of West 47th Street; thence west along said line 496.71 feet north of and parallel with the north line of West 47th Street to a line 978.82 feet west of and parallel with the east line of the east half of the southwest quarter of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, said line 978.82 feet west of and parallel with the east line of the east half of the southwest quarter of Section 3 being also the east line of the property bearing Permanent Index Number 19-3-400-099; thence south along said east line of the property bearing Permanent Index Number 19-3-400-099 to the north line of West 47th Street; thence east along said north line of West 47th Street to the northerly extension of the west line of Lot 48 in Block 2 of Rosedale, being John N. Staples Subdivision in the east half of the east half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said west line of Lot 48 in Block 2 of Rosedale being also the east line of South Kilbourn Avenue; thence south along said northerly extension and the east line of South Kilbourn Avenue to the north line of West 48th Street; thence east along said north line of West 48th Street to the northerly extension of the west line of Lot 1 in Block 4 in Rosedale, said west line of Lot 1 being also the east line of the alley west of South Kostner Avenue; thence south along said northerly extension and along the east line of the alley west of South Kostner Avenue to the north line of West 49th Street; thence west along said north line of West 49th Street to the east line of vacated West 49th Street, said east line of vacated West 49th Street being also the southerly extension of the west line of the alley west of South Kostner Avenue; thence south along said east line of vacated West 49th Street to the south line of said West 49th Street; thence east along said south line of West 49th Street to the east line of the aforesaid alley west of South Kostner Avenue; thence south along said east line of the alley west of South Kostner Avenue to the south line of West 50th Street; thence west along said south line of West 50th Street to the east line of South Kilbourn Avenue; thence south along said east line of South Kilbourn

Avenue to the south line of Lot 1 in Metzelder's Resubdivision of Lots 25 to 48 in Block 7 in Rosedale, a subdivision in the east half of the east half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said south line of Lot 1 being also the north line of West 51st Street; thence west along the westerly extension of said north line of West 51st Street to the east line of the west half of the east half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; thence south along said east line of the west half of the east half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian to the south line of said west half of the east half of the northwest quarter of Section 10; thence west along said south line of the west half of the east half of the northwest quarter of Section 10 to the northerly extension of the west line of Lot 12 in Block 2 in W. F. Kaiser & Company's Ardale Subdivision of the east half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said west line of Lot 12 being also the east line of South Kolmar Avenue; thence south along said northerly extension and the east line of South Kolmar Avenue and along the southerly extension thereof to the north line of West 53rd Street; thence east along said north line of West 53rd Street to the northerly extension of the west line of Lot 1 in Block 18 in said W. F. Kaiser & Company's Ardale Subdivision of the east half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the alley west of South Kilbourn Avenue; thence south along said northerly extension and the east line of the alley west of South Kilbourn Avenue to the south line of Lot 8 in said Block 18 in W. F. Kaiser & Company's Ardale Subdivision, said south line of Lot 8 being also the north line of the alley south of 53rd Street; thence east along said north line of the alley south of West 53rd Street and along the easterly extension thereof to the east line of South Kilbourn Avenue; thence south along said east line of South Kilbourn Avenue to the northwesterly line of the Chicago Union Terminal Railroad right-of-way; thence northeasterly along said northwesterly line of the Chicago Union Terminal Railroad right-of-way to the southwesterly line of that portion of the Chicago Union Terminal Railroad right-of-way bearing the Permanent Index Number 19-10-324-080; thence southeasterly along said southwesterly line of that portion of the Chicago Union Terminal Railroad right-of-way bearing the Permanent Index Number 19-10-324-080 to the southeasterly line thereof; thence northeasterly along said southeasterly line of that portion of the Chicago Union Terminal Railroad right-of-way bearing the Permanent Index Number 19-10-324-080 to the easterly line of that portion of the Chicago Union Terminal Railroad right-of-way bearing the Permanent Index Number 19-10-503-006, said east line being also the northerly extension of the east line of South Kenneth Avenue; thence south along said northerly extension of the east line of South Kenneth Avenue to the southeasterly line of that portion of the Chicago Union Terminal Railroad right-of-way bearing the Permanent Index Number 19-10-503-

006; thence southwesterly along said southeasterly line of the Chicago Union Terminal Railroad right-of-way to a south line of said right-of-way, said south line of the right-of-way being here the westerly extension of the north line of the alley lying north of and adjoining Lot 1 in Block 1 in Gaglione's Resubdivision of Lot 1 in Block 27 in W. F. Kaiser & Company's Ardale Subdivision of the east half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; thence east along said westerly extension of the north line of the alley lying north of and adjoining Lot 1 in Block 1 in Gaglione's Resubdivision to the northerly extension of the west line of said Lot 1 in Block 1 in Gaglione's Resubdivision; thence south along said northerly extension to the easterly extension of the north line of Lot 11 in said Block 1 in Gaglione's Resubdivision; thence westerly along said easterly extension and the north line of Lot 11 in said Block 1 in Gaglione's Resubdivision to the west line of said Lot 11, said west line of Lot 11 being also the east line of South Kilbourn Avenue; thence south along said east line of South Kilbourn Avenue to the easterly extension of the north line of Lot 2 in Block 28 in W. F. Kaiser & Company's Ardale Subdivision of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 2 in Block 28 in W. F. Kaiser & Company's Ardale Subdivision to the west line thereof, said west line of lot being also the east line of the alley west of South Kilbourn Avenue; thence south along said east line of the alley west of South Kilbourn Avenue and along the southerly extension thereof to the north line of Lot 17 in said Block 28 in W. F. Kaiser & Company's Ardale Subdivision, said north line of Lot 17 being also the south line of the alley north of West 55th Street; thence west along said south line of the alley north of West 55th Street to the west line of Lot 24 in said Block 28 in W. F. Kaiser & Company's Ardale Subdivision, said west line of Lot 24 being also the east line of the alley west of South Kilbourn Avenue; thence south along said west line of Lot 24 in Block 28 in W. F. Kaiser & Company's Ardale Subdivision and along the southerly extension thereof to the south line of West 55th Street; thence west along said south line of West 55th Street to the east line of the parcel of land bearing Permanent Index Number 19-16-100-002-8013 in the west half of the northeast quarter of Section 16, Township 38 North, Range 13 East of the Third Principal Meridian; thence south along said east line of the parcel of land bearing Permanent Index Number 19-16-100-002-8013 to the southeasterly line thereof, said southeasterly line being a line 250 feet northwesterly of and parallel to the centerline of Midway Airport Runway 22-R; thence southwesterly along said southeasterly line of the parcel of land bearing Permanent Index Number 19-16-100-002-8013 to the south line thereof, said south line being a line 425 feet south of and parallel with the south line of West 55th Street; thence west along said line 425 feet south of and parallel with the south line of West 55th Street a distance of 521.12 feet to the west line of said parcel of land bearing Permanent Index Number 19-16-100-002-8013; thence north along the west line of the parcel of land bearing Permanent Index Number 19-16-100-002-8013 to

the south line of West 55th Street; thence west along said south line of West 55th Street to the southerly extension of the east line of Lot 16 in Block 20 in Hetzel's Archer Avenue Addition, a subdivision of the east half of the southwest quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, said east line of Lot 16 being also the west line of South Laramie Avenue; thence north along said southerly extension and the west line of South Laramie Avenue to the south line of West 54th Street; thence west along said south line of West 54th Street to the southerly extension of the east line of the west half of Lot 11 in Block 15 in Hetzel's Archer Avenue Addition, a subdivision of the east half of the southwest quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension east line of the west half of Lot 11 in Block 15 in Hetzel's Archer Avenue Addition to the south line of the Belt Railway Company of Chicago right-of-way; thence west along said south line of the Belt Railway Company of Chicago right-of-way to the east line of South Long Avenue; thence north along said east line of South Long Avenue to the north line of said Belt Railway Company of Chicago right-of-way; thence east along said north line of the Belt Railway Company of Chicago right-of-way to the east line of the west half of Lot 11 in Block 14 in Hetzel's Archer Avenue Addition, a subdivision of the east half of the southwest quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian; thence north along said east line of the west half of Lot 11 in Block 14 in Hetzel's Archer Avenue Addition and along the northerly extension thereof to the north line of West 53rd Place; thence east along said north line of West 53rd Place to the west line of South Laramie Avenue; thence north along said west line of South Laramie Avenue to the southerly line of West Archer Avenue; thence easterly along said southerly line of West Archer Avenue to the northerly extension of the west line of the property bearing Permanent Index Number 19-09-412-017; thence south along said northerly extension and the west line of the property bearing Permanent Index Number 19-09-412-017 to the southerly line thereof; thence east along said southerly line of the property bearing Permanent Index Number 19-09-412-017 and along the southerly line of the property bearing Permanent Index Number 19-09-412-013 to the west line of South Cicero Avenue; thence south along said west line of South Cicero Avenue to westerly extension of the south line of Lot 9 in Block 21 in W.F. Kaiser & Company's Ardale Subdivision of the west half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said south line of Lot 9 being also the north line of the alley south of West 53rd Street; thence east along said westerly extension and the north line of the alley south of West 53rd Street to the west line of South Keating Avenue; thence south along said west line of South Keating Avenue to the south line of said alley south of West 53rd Street; thence east along said south line of the alley south of West 53rd Street to the east line of the alley lying east of and adjoining Lots 2 through 9, inclusive, in Block 19 in said W. F. Kaiser & Company's Ardale Subdivision; thence north along said east line of the alley lying east of and adjoining Lots 2

through 9, inclusive, in Block 19 in said W. F. Kaiser & Company's Ardale Subdivision and along the northerly extension thereof to the north line of West 53rd Street; thence east along said north line of West 53rd Street to the west line of South Knox Avenue; thence north along said west line of South Knox Avenue to the northerly line of Lot 53 in Block 10 in said W. F. Kaiser & Company's Ardale Subdivision, said northerly line of Lot 53 being also the southerly line of the alley south of West Archer Avenue; thence westerly along said southerly line of the alley south of West Archer Avenue to the west line of South Keating Avenue; thence north along said west line of South Keating Avenue to the westerly extension of the southerly line of Lot 17 in Block 6 in said W. F. Kaiser & Company's Ardale Subdivision of the west half of the southwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said southerly line of Lot 17 being also the northerly line of the alley north of West Archer Avenue; thence easterly along said westerly extension and the northerly line of the alley north of West Archer Avenue to the east line of Lot 15 in Block 5 in said W. F. Kaiser & Company's Ardale Subdivision, said east line of Lot 15 being also the west line of the alley west of South Knox Avenue; thence north along said west line of the alley West of South Knox Avenue and along the northerly extension thereof to the north line of West 51st Street; thence east along said north line of West 51st Street to the east line of Lot 80 in F. H. Bartlett's Resubdivision of Lots 1 to 13 of Block 4, Lots 1 to 10 of Block 5, Lots 1 to 10 of Block 12 and Lots 1 to 13 of Block 13 all in F. H. Bartlett's Centerfield Subdivision of the west half of the northwest quarter of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, said east line of Lot 80 being also the west line of the alley east of South Knox Avenue; thence north along said west line of the alley east of South Knox Avenue to the south line of Lot 27 in said F. H. Bartlett's Resubdivision; thence west along said south line of Lot 27 and along the westerly extension thereof to the west line of South Knox Avenue; thence north along said west line of South Knox Avenue to the north line of West 48th Street; thence east along said north line of West 48th Street to the east line of Lot 20 in said F. H. Bartlett's Resubdivision, said east line of Lot 20 being also the west line of the alley east of South Knox Avenue; thence north along said west line of the alley east of South Knox Avenue to the south line of Lot 16 in said F. H. Bartlett's Resubdivision; thence west along said south line of Lot 16 in F. H. Bartlett's Resubdivision and along the westerly extension thereof to the west line of South Knox Avenue; thence north along said west line of South Knox Avenue to the south line of West 44th Street; thence west along said south line of West 44th Street to the point of beginning at the west line of South Cicero Avenue, all in the City of Chicago, Cook County, Illinois.

EXHIBIT B

PROPERTY

[legal description attached]

PINs:

19-03-201-004-0000

19-03-201-047-0000

19-03-201-049-0000

19-03-201-050-0000

19-03-201-053-0000



LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT, 35.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 35.00 FEET OF SAID LOT, 129.43 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 15 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE AFORESAID LOT 5, A DISTANCE OF 150.16 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 150.16 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 146.84 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1926471, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE), SAID POINT BEING 723.00 FEET NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD; THENCE WESTERLY ALONG SAID NORTH LINE OF DISTRICT BOULEVARD TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 550 FEET WEST OF SAID WEST LINE OF

(CONTINUED)

SAID SOUTH PULASKI ROAD; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 639.00 FEET NORTH OF SAID NORTH LINE OF DISTRICT BOULEVARD; THENCE EASTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 281.78 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH PULASKI ROAD A DISTANCE OF 84.00 FEET; THENCE EASTERLY ALONG A LINE 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID DISTRICT BOULEVARD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2 AND 3 THE FOLLOWING:

PARCEL A:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST

100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1925471, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" AFORESAID; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, SAID LINE BEING ALSO THE SOUTH LINE OF LOT 5 AFORESAID, 243.92 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE OF LOT 5) EAST OF THE SOUTHWEST CORNER OF LOT 5 AFORESAID; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5 AFORESAID, 172.50 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST, ALONG A LINE DRAWN 550.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 244.08 FEET TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 172.50 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 4 AND 5 IN JENNI'S RESUBDIVISION OF PART OF LOT "B" IN THE SUBDIVISION BY THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL RESERVE, OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ALSO A POINT 723.00 FEET (AS MEASURED ALONG THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE)) NORTH OF THE NORTH LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 5, BEING ALSO A LINE DRAWN 723.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DISTRICT BOULEVARD, 168.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LINE, 75.78 FEET TO A POINT, SAID POINT BEING 24.22 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREE 03 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 5, A DISTANCE OF 150.16 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID; THENCE NORTH 0 DEGREE 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 24.22 FEET OF LOT 4 AFORESAID, 17.42 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.78 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 35.00 FEET OF LOT 4 AFORESAID; THENCE SOUTH 75 DEGREES 03 MINUTES 52 SECONDS EAST, 67.27 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 AFORESAID, SAID POINT BEING 100.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREE 03 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE WEST 100.00 FEET OF LOT 5 AFORESAID, 150.16 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: Vacant tract of land consisting of 10.58 acres, more or less, located at the northwest corner of 42nd Street and Pulaski Road, Chicago, Illinois.

PINS: 19-03-201-004
19-03-201-047
19-03-201-049
19-03-201-050
19-03-201-053

EXHIBIT C

TIF-ELIGIBLE IMPROVEMENTS*

Demolition, site preparation, acquisition, environmental remediation, eligible architectural and engineering fees: \$10,105,214*

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed \$7,935,395.



EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

None

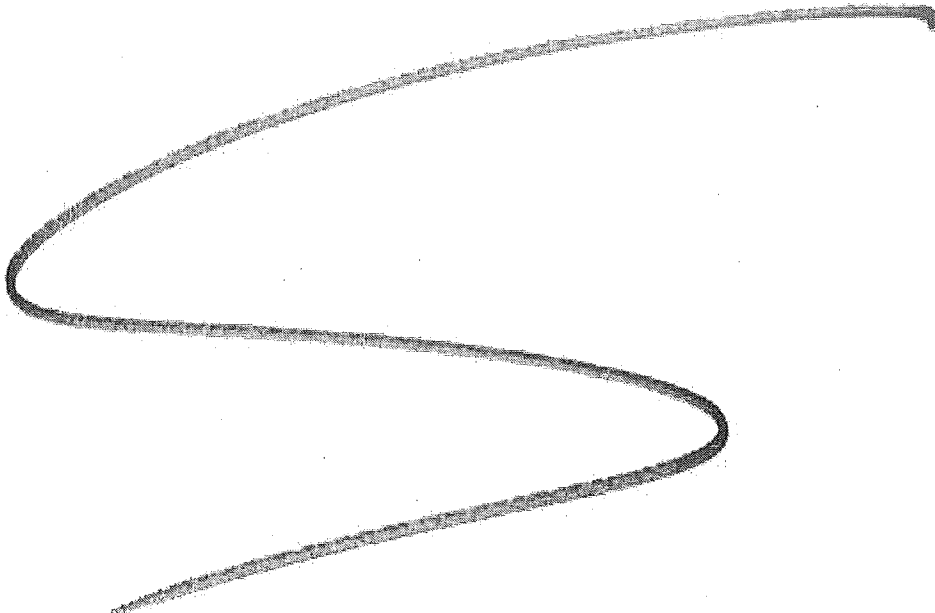


EXHIBIT H-1
PROJECT BUDGET

Category	Amount
Acquisition Costs	\$7,576,325
Work in the Public Way Total	\$289,299
Environmental	\$683,448
Demolition, Site Prep, Utilities, Lighting, Signage	\$3,003,971
Hard Costs Inline Buildings and Outlots	\$13,362,882
Hard Cost Contingency	\$905,705
Architectural & Engineering	\$926,190
Other Soft Costs	\$4,343,350
Financing Costs	\$854,993
Total Project Costs	\$31,946,163



EXHIBIT H-2

MBE/WBE BUDGET

Hard Costs	\$17,339,600
Soft Costs/Fees	<u>\$ 1,172,990</u>
MBE/WBE Project Budget	\$18,512,590
MBE Total at 24%	\$4,443,021
WBE Total at 4%	\$ 740,504



EXHIBIT M-1

FORM OF EXEMPT NOTE

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT TO:

(I) AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) or (7) UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") THAT DELIVERS TO THE CITY AN INVESTOR LETTER IN THE FORM ATTACHED TO EXHIBIT M-1 OF THE REDEVELOPMENT AGREEMENT REFERENCED BELOW, OR

(II) A PERSON (OTHER THAN A DEALER) WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A(a)(1) UNDER THE SECURITIES ACT.

ANY HOLDER OF THIS NOTE IS REQUIRED TO NOTIFY ANY POTENTIAL PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES (AS DEFINED HEREIN) ON DEPOSIT IN THE STEVENSON/BRIGHTON TIF FUND (AS DEFINED IN THE REDEVELOPMENT AGREEMENT). THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF AVAILABLE INCREMENTAL TAXES FROM THE PROJECT PINs MAY NOT BE SUFFICIENT TO PAY THE INTEREST OR PRINCIPAL ON THE NOTE.

REGISTERED	MAXIMUM AMOUNT
NO. R-1	\$5,548,316

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE,
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT AREA
(PULASKI PROMENADE PROJECT),
TAX-EXEMPT SERIES _____ A

Registered Owner: Pulaski Promenade LLC

Interest Rate: _____ per annum

Maturity Date: December 31, 2031

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 \$5,548,316 and to pay the Registered Owner 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. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes from the Project PINs (as defined in the hereinafter-defined Redevelopment Agreement) (the "Available Incremental Taxes") is due February 1st of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest.

Any debt service or payment schedule used in connection with this Note will be valid, and any payment based thereon will be made, only to the extent that Available Incremental Taxes are sufficient.

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 fifteenth 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. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$5,548,316 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Pulaski Promenade LLC, a Delaware limited liability company (the "Developer"), which were undertaken in connection with the acquisition of vacant parcels and construction thereon of a neighborhood shopping center facility of approximately 133,281 square feet (the "Project"), all in the Stevenson/Brighton Redevelopment Project Area (the "Project Area") in the City, 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.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on June 25, 2014 (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 and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement 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 this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, IS PAYABLE SOLELY FROM 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 OR INTEREST OF THIS NOTE.

The principal of this Note is subject to prepayment and redemption on any date on or after the date which is three (3) years following the issuance of the Certificate, as defined in the Redevelopment Agreement, in whole or in part, at a redemption price of 100% of the outstanding principal amount thereof being redeemed plus accrued interest. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

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 fifteenth 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 redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of 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 _____, _____ between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to undertake the Project and to advance funds for the acquisition and construction of certain real estate and facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount not to exceed \$5,548,316 shall be deemed to be a disbursement of the proceeds of this Note.

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 Tax Increment Allocation Revenue Note, Stevenson/Brighton Redevelopment Project Area (Pulaski Promenade Project) Tax-Exempt Series _____ A of the City of Chicago, Cook County, Illinois.

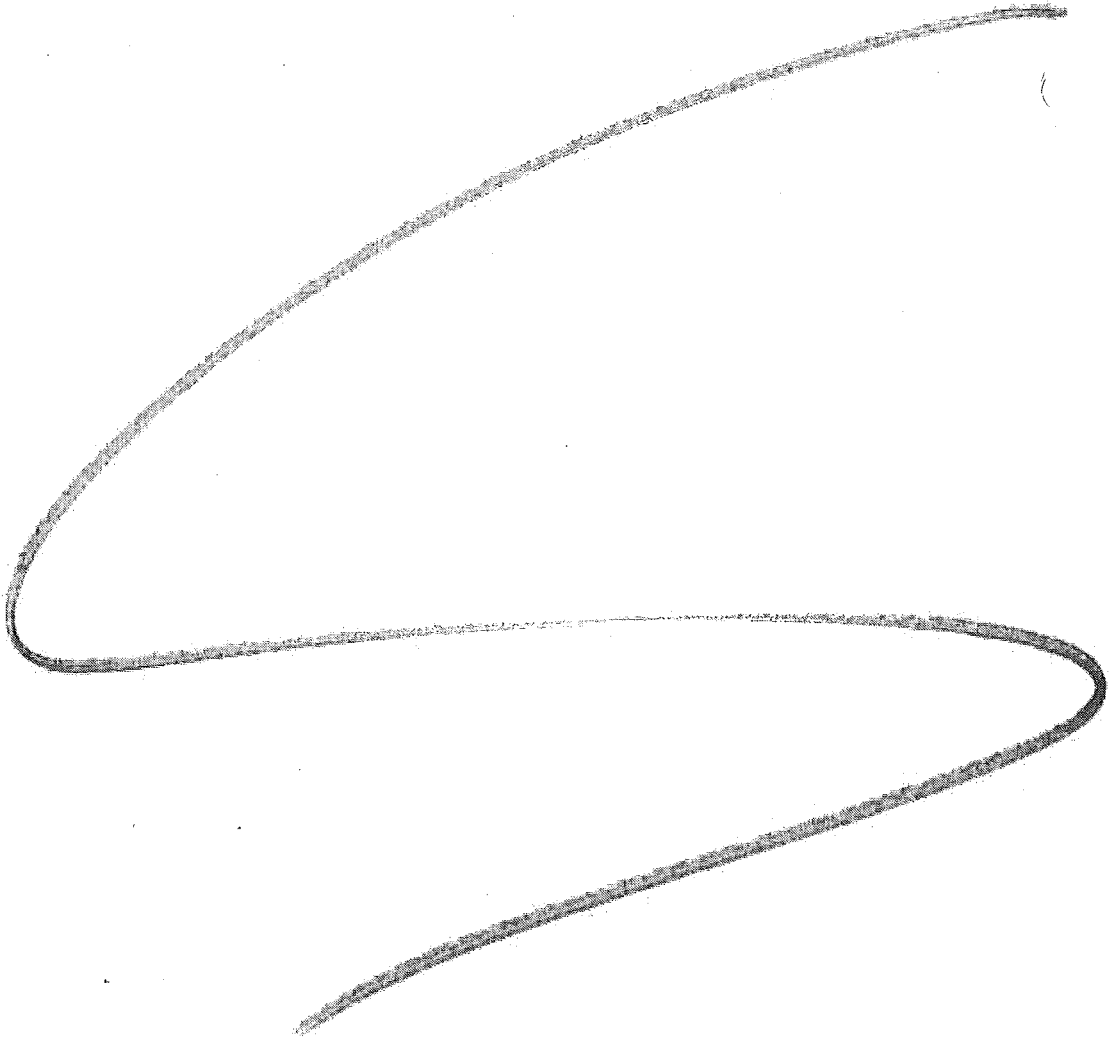
Comptroller
Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT

PRINCIPAL PAYMENT

PRINCIPAL BALANCE DUE



(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 by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____

ITS:

CERTIFICATION OF EXPENDITURE

Date: _____

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$5,548,316 Tax Increment Allocation Revenue Note,
Stevenson/Brighton Redevelopment Project Area
(Pulaski Promenade Project)
Tax-Exempt Series _____ A

(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, ____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment 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 Redevelopment Note is \$_____, including the amount of this Certificate and less payment made on the Redevelopment Note.

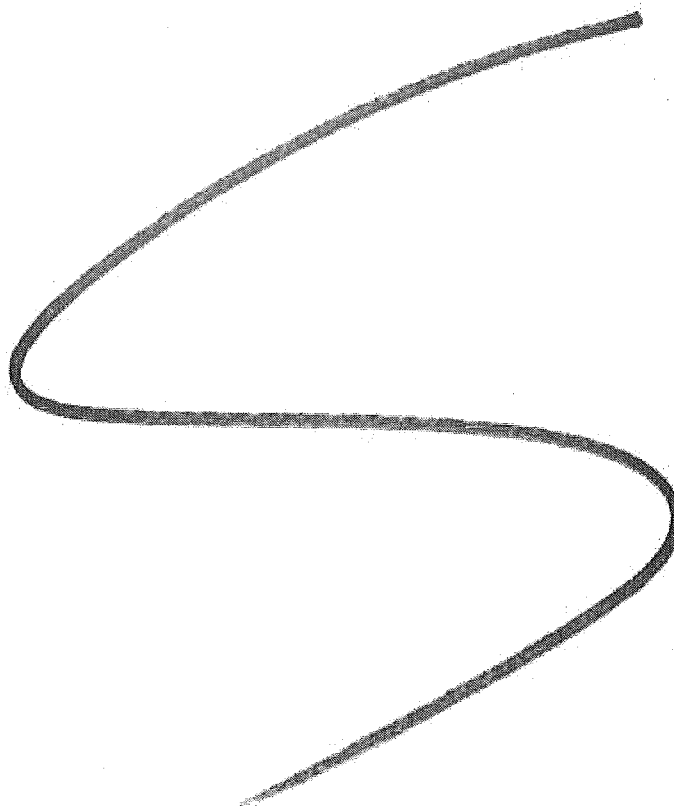
IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of the date shown above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Planning and
Development

AUTHENTICATED BY:

REGISTRAR



[INVESTOR LETTERHEAD]

_____, 20__

City of Chicago
Department of Planning and Development
121 N. LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: \$5,548,316 City of Chicago, Cook County, Illinois
Tax Increment Allocation Revenue Note, Stevenson/Brighton Redevelopment
Project Area (Pulaski Promenade Project) Tax-Exempt Series _____ A
originally issued to Pulaski Promenade LLC

Ladies and Gentlemen:

The undersigned (the "Investor") is the acquirer of the above-described note (the "Note"). The undersigned acknowledges that the Note was issued by the City of Chicago (the "City") for the purpose of paying the costs of certain eligible redevelopment project costs incurred by [_____] ("Investor") which were incurred in connection with the development of an approximately 133,281 square foot neighborhood shopping center (the "Project") in the Stevenson/Brighton Redevelopment Project Area (the "Project Area") in the City of Chicago.

The undersigned acknowledges that the Note was issued pursuant to an ordinance adopted by the City Council of the City on June 25, 2014 (the "Project Ordinance") and the Pulaski Promenade Redevelopment Agreement dated as of _____, 20__ and recorded on _____, 20__ as Document Number _____ in the Office of the Cook County Recorder of Deeds (the "Agreement") by and between the City and Pulaski Promenade LLC (the "Developer").

In connection with the acquisition of the Note by the Investor, the Investor hereby makes the following representations upon which the City may rely:

1. [Revise as needed] The Investor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has authority to acquire the Note and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the acquisition of the Note.

2. The Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Commission promulgated under the Securities Act.

3. The Investor has sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of notes issued by municipalities, to be able to evaluate the merits and risks of its investment in the Note, and the Investor is able to bear any economic risk associated with its investment in the Note.

4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein, except to persons who it reasonably believes are "qualified institutional buyers" within the meaning of Rule 144A(a)(1) under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement.

5. The Investor understands that the Note is not registered under the Securities Act and that such registration is not legally required as of the date hereof; and the Investor further understands that the Note (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which is not to be readily marketable.

6. The Investor understands that (a) the Note is a limited obligation of the City, payable solely from moneys on deposit in the Stevenson/Brighton TIF Fund (as defined in the Project Ordinance); (b) the Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (c) no holder of the Note will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest premium, if any, on the Note; and (d) the Note does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof.

7. The Investor has not relied upon the City for any information in connection with its acquisition of the Note. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Developer, the Project and the Note. The Investor is in possession of all the information and material necessary to evaluate the merits and risks of the acquisition of the Note.

8. The Investor has been furnished with and has examined the Agreement and other documents, certificates and the legal opinions delivered in connection with the issuance of the Note. The Investor acknowledges that neither the City nor the Developer has prepared an offering document with respect to the Note. The Investor has made its own inquiry and analysis with respect to the Note and material factors affecting the payment of the Note. The Investor is aware that the business of the Developer involves certain economic variables and risks that could adversely affect the payment of the Note.

9. The Investor acknowledges that with respect to the Notes, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, any holder of the Note or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

10. The Investor understands that the City, the Developer, their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Very truly yours,

[_____],
a [_____]

By: _____
Name: _____
Title: _____

[Required Supplement to the Investor Letter]

NOTEHOLDER'S RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO 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 OR INTEREST OF THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. Pulaski Promenade LLC engaged a consultant to deliver a projection report to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes. The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to the Electronic Municipal Market Access (EMMA) service of the Municipal Securities Rulemaking Board or to any other website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the Project Area to be less than the originally projected equalized assessed value of the property. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Available Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

Property tax rates are calculated by the County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.

Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or

percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.

Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.

Failure by Cook County to remit property taxes to the City on a timely basis could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF AVAILABLE INCREMENTAL TAXES COLLECTED OR DISTRIBUTED.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay debt service on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay debt service on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Available Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay debt service on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. There can be no assurance that the improvements in the Project Area are or will be insured under fire and extended coverage insurance policies, and, even if such insurance exists, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild the improvements. The restoration of the improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed

for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay debt service on The Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect available incremental Taxes available for payment of the Note.

Failure to Sell or Lease Property

At the time the Note was issued, the redevelopment plan called for the Developer to lease to commercial or industrial retailers prior to completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of, and interest on, the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Available Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses, terminate or default on their leases and substitutes or replacements cannot be found or located on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other "Acts of God" affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Available Incremental Property.

Contiguous Project Areas

The Project Area is contiguous with other redevelopment areas designated by the City pursuant to the TIF Act and may become contiguous with others. The TIF Act allows the City to expend incremental taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes and the amounts required to (i) pay principal and interest coming due on the Note in any year and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement are allocated to a contiguous project redevelopment area, such excess incremental taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment of Available Incremental Taxes

The failure of current or future owners of property in the Project Area to remit property taxes to the City when due or the failure of the City to timely remit Available Incremental Taxes to the Noteholder

could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to holder of the Note may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of The Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Note. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to holder the Note could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in The Note.

Loss of Tax Exemption

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

The Note is Subject to Transfer Restrictions

The transferability of the Note is restricted. Investors in the Note must be prepared to hold the Note (or their beneficial interests therein) until the maturity of the Note and the payment in full of the principal amount thereof.

IRS Audits

From time to time, the Note may be audited by the IRS, as a result of which the tax-exempt status of interest on the Note may be adversely affected. No ruling with respect to the tax-exempt status of interest on any Note has been or will be sought from the IRS.

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THIS TRANSACTION.

EXHIBIT M-2

FORM OF TAXABLE NOTE

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT TO:

(I) AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) or (7) UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") THAT DELIVERS TO THE CITY AN INVESTOR LETTER IN THE FORM ATTACHED TO EXHIBIT M-2 OF THE REDEVELOPMENT AGREEMENT REFERENCED BELOW, OR

(II) A PERSON (OTHER THAN A DEALER) WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A(a)(1) UNDER THE SECURITIES ACT.

ANY HOLDER OF THIS NOTE IS REQUIRED TO NOTIFY ANY POTENTIAL PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES (AS DEFINED HEREIN) ON DEPOSIT IN THE STEVENSON/BRIGHTON TIF FUND (AS DEFINED IN THE REDEVELOPMENT AGREEMENT). THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF AVAILABLE INCREMENTAL TAXES FROM THE PROJECT PINs MAY NOT BE SUFFICIENT TO PAY THE INTEREST OR PRINCIPAL ON THE NOTE.

REGISTERED

MAXIMUM
AMOUNT

NO. R-1

\$1,387,079

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE,
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT AREA
(PULASKI PROMENADE PROJECT),
TAXABLE SERIES _____ B

Registered Owner:

Pulaski Promenade LLC

Interest Rate: _____ per annum

Maturity Date: December 31, 2031

This Note is subordinate to that certain TAX INCREMENT ALLOCATION REVENUE NOTE, STEVENSON/BRIGHTON REDEVELOPMENT PROJECT AREA (PULASKI PROMENADE PROJECT), TAX-EXEMPT SERIES _____ A

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 \$1,387,079 and to pay the Registered Owner 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. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes from the Project PINs (as defined in the hereinafter-defined Redevelopment Agreement) (the "Available Incremental Taxes") is due February 1st of each year until the earlier of the Maturity Date or until this Note is paid in full. Payments shall first be applied to interest. 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 fifteenth 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. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$1,387,079 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Pulaski Promenade LLC, a Delaware limited liability company (the "Developer"), which were undertaken in connection with the acquisition of vacant parcels and construction thereon of a neighborhood shopping center facility of approximately 133,281 square feet (the "Project"), all in the Stevenson/Brighton Redevelopment Project Area (the "Project Area") in the City, 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.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS

350/1 *et seq.*) and an Ordinance adopted by the City Council of the City on June 25, 2014 (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 and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement 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 this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE EXCESS 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 OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

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 fifteenth 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 redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of 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 [_____, ____] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to acquire and construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of up to \$1,387,079 shall be deemed to be a disbursement of the proceeds of this Note.

This Note is subordinate to that certain TAX INCREMENT ALLOCATION REVENUE NOTE, STEVENSON/BRIGHTON REDEVELOPMENT PROJECT AREA (PULASKI PROMENADE PROJECT), TAX-EXEMPT SERIES _____ A (the "Tax-Exempt Note"), such that on any February 1, payments on this Note shall only be paid after any current and past due payments have been made on the Tax-Exempt Note. **No debt service schedule shall be attached to this Note.**

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend, terminate or be reimbursed for payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

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 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 Tax Increment Allocation Revenue Note (Stevenson/Brighton Redevelopment Project), Taxable Series _____ B, of the City of Chicago, Cook County, Illinois.

Comptroller

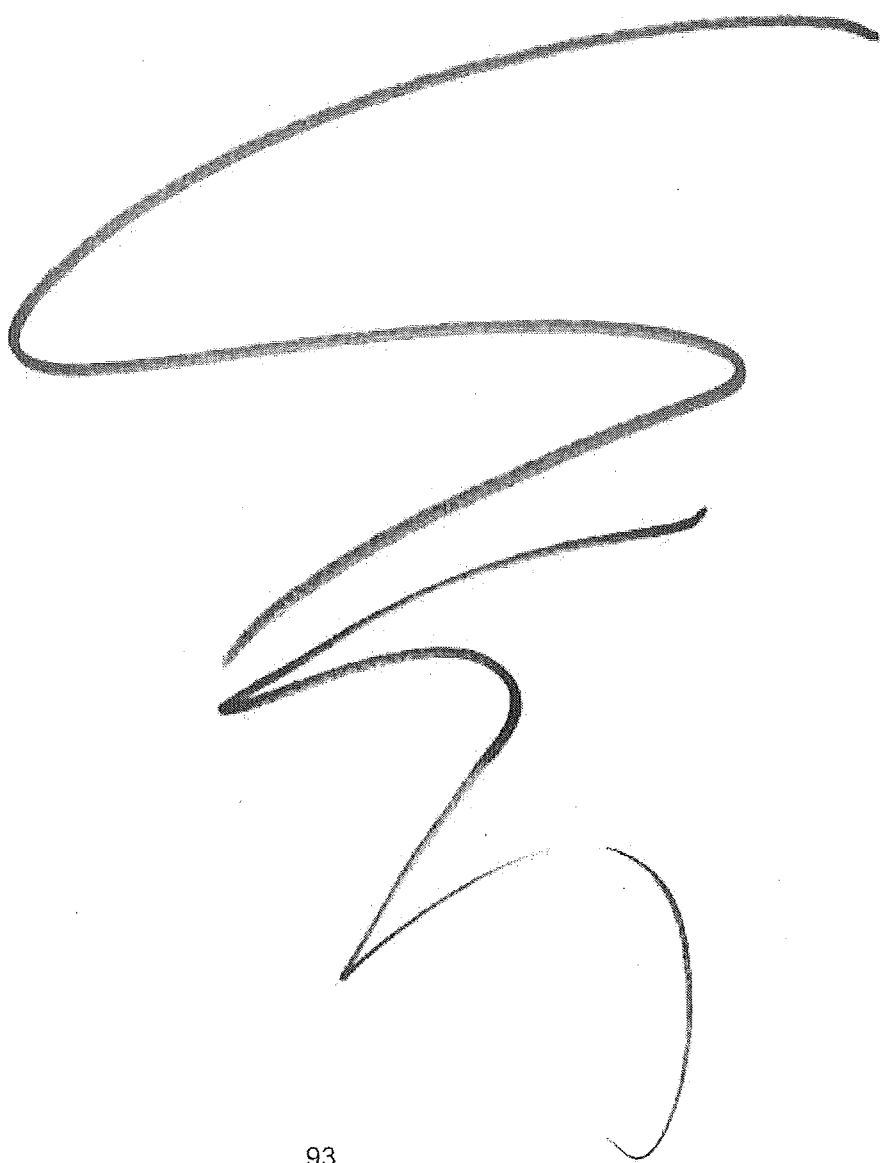
Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT

PRINCIPAL PAYMENT

PRINCIPAL BALANCE DUE



(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 by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:

ITS:

CERTIFICATION OF EXPENDITURE

Date: _____

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$1,387,079 Tax Increment Allocation Revenue Note
(Stevenson/Brighton Redevelopment Project, Taxable Series _____ B)
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, ____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment 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 Redevelopment Note is \$_____, including the amount of this Certificate and less payment made on the Redevelopment Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of the date shown above.

CITY OF CHICAGO

By: _____

Commissioner
Department of Planning and Development

AUTHENTICATED BY:

REGISTRAR

[INVESTOR LETTERHEAD]

_____, 20__

City of Chicago
Department of Planning and Development
121 N. LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: \$1,387,079 City of Chicago, Cook County, Illinois
Tax Increment Allocation Revenue Note, Stevenson/Brighton Redevelopment
Project Area (Pulaski Promenade Project) Taxable Series _____ B
originally issued to Pulaski Promenade LLC

Ladies and Gentlemen:

The undersigned (the "Investor") is the acquirer of the above-described note (the "Note"). The undersigned acknowledges that the Note was issued by the City of Chicago (the "City") for the purpose of paying the costs of certain eligible redevelopment project costs incurred by [_____] ("Investor") which were incurred in connection with the development of an approximately 133,281 square foot neighborhood shopping center (the "Project") in the Stevenson/Brighton Redevelopment Project Area (the "Project Area") in the City of Chicago.

The undersigned acknowledges that the Note was issued pursuant to an ordinance adopted by the City Council of the City on June 25, 2014 (the "Project Ordinance") and the Pulaski Promenade Redevelopment Agreement dated as of _____, 20__ and recorded on _____, 20__ as Document Number _____ in the Office of the Cook County Recorder of Deeds (the "Agreement") by and between the City and Pulaski Promenade LLC (the "Developer").

In connection with the acquisition of the Note by the Investor, the Investor hereby makes the following representations upon which the City may rely:

1. [Revise as needed] The Investor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has authority to acquire the Note and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the acquisition of the Note.

2. The Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Commission promulgated under the Securities Act.

3. The Investor has sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of notes issued by municipalities, to be able to evaluate the merits and risks of its investment in the Note, and the Investor is able to bear any economic risk associated with its investment in the Note.

4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein, except to persons who it reasonably believes are "qualified institutional buyers" within the meaning of Rule 144A(a)(1) under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement.

5. The Investor understands that the Note is not registered under the Securities Act and that such registration is not legally required as of the date hereof; and the Investor further understands that the Note (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which is not to be readily marketable.

6. The Investor understands that (a) the Note is a limited obligation of the City, payable solely from moneys on deposit in the Stevenson/Brighton TIF Fund (as defined in the Project Ordinance); (b) the Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (c) no holder of the Note will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest premium, if any, on the Note; and (d) the Note does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof.

7. The Investor has not relied upon the City for any information in connection with its acquisition of the Note. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Developer, the Project and the Note. The Investor is in possession of all the information and material necessary to evaluate the merits and risks of the acquisition of the Note.

8. The Investor has been furnished with and has examined the Agreement and other documents, certificates and the legal opinions delivered in connection with the issuance of the Note. The Investor acknowledges that neither the City nor the Developer has prepared an offering document with respect to the Note. The Investor has made its own inquiry and analysis with respect to the Note and material factors affecting the payment of the Note. The Investor is aware that the business of the Developer involves certain economic variables and risks that could adversely affect the payment of the Note.

9. The Investor acknowledges that with respect to the Notes, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, any holder of the Note or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

10. The Investor understands that the City, the Developer, their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Very truly yours,

[_____],
a [_____]

By: _____
Name: _____
Title: _____

[Required Supplement to the Investor Letter]

NOTEHOLDER'S RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO 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 OR INTEREST OF THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. Pulaski Promenade LLC engaged a consultant to deliver a projection report to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes. The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to the Electronic Municipal Market Access (EMMA) service of the Municipal Securities Rulemaking Board or to any other website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the Project Area to be less than the originally projected equalized assessed value of the property. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Available Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

Property tax rates are calculated by the County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.

Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or

percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.

Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.

Failure by Cook County to remit property taxes to the City on a timely basis could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF AVAILABLE INCREMENTAL TAXES COLLECTED OR DISTRIBUTED.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay debt service on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay debt service on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Available Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay debt service on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. There can be no assurance that the improvements in the Project Area are or will be insured under fire and extended coverage insurance policies, and, even if such insurance exists, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild the improvements. The restoration of the improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed

for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay debt service on The Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect available incremental Taxes available for payment of the Note.

Failure to Sell or Lease Property

At the time the Note was issued, the redevelopment plan called for the Developer to lease to commercial or industrial retailers prior to completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of, and interest on, the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Available Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses, terminate or default on their leases and substitutes or replacements cannot be found or located on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other "Acts of God" affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Available Incremental Property.

Contiguous Project Areas

The Project Area is contiguous with other redevelopment areas designated by the City pursuant to the TIF Act and may become contiguous with others. The TIF Act allows the City to expend incremental taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes and the amounts required to (i) pay principal and interest coming due on the Note in any year and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement are allocated to a contiguous project redevelopment area, such excess incremental taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment of Available Incremental Taxes

The failure of current or future owners of property in the Project Area to remit property taxes to the City when due or the failure of the City to timely remit Available Incremental Taxes to the Noteholder

could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to holder of the Note may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of The Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Note. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to holder the Note could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in The Note.

Loss of Tax Exemption

[intentionally omitted]

The Note is Subject to Transfer Restrictions

The transferability of the Note is restricted. Investors in the Note must be prepared to hold the Note (or their beneficial interests therein) until the maturity of the Note and the payment in full of the principal amount thereof.

IRS Audits

[intentionally omitted]

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THIS TRANSACTION.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON
REDEVELOPMENT PROJECT

FINANCIAL REPORT

DECEMBER 31, 2014

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

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INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited the accompanying financial statements of the Stevenson/Brighton Redevelopment Project of the City of Chicago, Illinois, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the Project's basic financial statements as listed in the table of contents.

The financial statements present only the Stevenson/Brighton Redevelopment Project and do not purport to, and do not present fairly the financial position of the City of Chicago, Illinois, as of December 31, 2014, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Stevenson/Brighton Redevelopment Project of the City of Chicago, Illinois, as of December 31, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The Schedule of Expenditures by Statutory Code is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Bansley and Kiener, L.L.P.

Certified Public Accountants

June 30, 2015

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)

As management of the Stevenson/Brighton Tax Increment Redevelopment Project Area (Project), we offer the readers of the Project's financial statements this narrative overview and analysis of the Project's financial performance for the year ended December 31, 2014. Please read it in conjunction with the Project's financial statements, which follow this section.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Project's basic financial statements. The Project's basic financial statements include three components: 1) government-wide financial statements, 2) governmental fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information concerning the Project's expenditures by statutory code.

Basic Financial Statements

The basic financial statements include two kinds of financial statements that present different views of the Project – the *Government-Wide Financial Statements* and the *Governmental Fund Financial Statements*. These financial statements also include the notes to the financial statements that explain some of the information in the financial statements and provide more detail.

Government-Wide Financial Statements

The government-wide financial statements provide both long-term and short-term information about the Project's financial status and use accounting methods similar to those used by private-sector companies. The statement of net position includes all of the project's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the Project's net position and how they have changed. Net position – the difference between the Project's assets and liabilities – is one way to measure the Project's financial health, or position.

Governmental Fund Financial Statements

The governmental fund financial statements provide more detailed information about the Project's significant funds – not the Project as a whole. Governmental funds focus on: 1) how cash and other financial assets can readily be converted to cash flows and 2) the year-end balances that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps determine whether there are more financial resources that can be spent in the near future to finance the Project. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the statements to explain the relationship (or differences) between them.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Continued)

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and governmental fund financial statements. The notes to the financial statements follow the basic financial statements.

Other Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents a schedule of expenditures by statutory code. This supplementary information follows the notes to the financial statements.

Condensed Comparative Financial Statements

The condensed comparative financial statements are presented on the following page.

Analysis of Overall Financial Position and Results of Operations

Property tax revenue for the Project was \$(4,385) for the year. This was an increase of 99 percent over the prior year. The change in net position produced a decrease in net position of \$1,660. The Project's net position decreased by less than 1 percent from the prior year making available \$2,958,605 of funding to be provided for purposes of future redevelopment in the Project's designated area. Revenues increased this year due to the Project's economic growth and accordingly increasing the total equalized assessed value of parcels and subsequent tax increment and related collections.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Concluded)

Government-Wide

	<u>2014</u>	<u>2013</u>	<u>Change</u>	<u>% Change</u>
Total assets	\$ 3,119,277	\$ 3,129,645	\$ (10,368)	-%
Total liabilities	<u>160,672</u>	<u>169,380</u>	<u>(8,708)</u>	-5%
Total net position	<u>\$ 2,958,605</u>	<u>\$ 2,960,265</u>	<u>\$ (1,660)</u>	-%
Total revenues	\$ 4,799	\$ (337,348)	\$ 342,147	101%
Total expenses	<u>6,459</u>	<u>11,399</u>	<u>(4,940)</u>	-43%
Changes in net position	<u>(1,660)</u>	<u>(348,747)</u>	<u>347,087</u>	100%
Ending net position	<u>\$ 2,958,605</u>	<u>\$ 2,960,265</u>	<u>\$ (1,660)</u>	-%

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

STATEMENT OF NET POSITION AND
GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2014

<u>ASSETS</u>	<u>Governmental Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
Cash and investments	\$ 3,109,572	\$ -	\$ 3,109,572
Property taxes receivable	3,000	-	3,000
Accrued interest receivable	6,705	-	6,705
Total assets	<u>\$ 3,119,277</u>	<u>\$ -</u>	<u>\$ 3,119,277</u>
<u>LIABILITIES AND DEFERRED INFLOWS</u>			
Due to other City funds	\$ 3,911	\$ -	\$ 3,911
Other accrued liability	156,761	-	156,761
Total liabilities	<u>160,672</u>	<u>-</u>	<u>160,672</u>
Deferred inflows	<u>1,847</u>	<u>(1,847)</u>	<u>-</u>
<u>FUND BALANCE/NET POSITION</u>			
Fund balance:			
Restricted for future redevelopment project costs	<u>2,956,758</u>	<u>(2,956,758)</u>	<u>-</u>
Total liabilities, deferred inflows and fund balance	<u>\$ 3,119,277</u>		
Net position:			
Restricted for future redevelopment project costs		<u>2,958,605</u>	<u>2,958,605</u>
Total net position		<u>\$ 2,958,605</u>	<u>\$ 2,958,605</u>

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balance - governmental fund	\$ 2,956,758
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	<u>1,847</u>
Total net position - governmental activities	<u>\$ 2,958,605</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>Governmental Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues:			
Property tax	\$ 5,781	\$ (10,166)	\$ (4,385)
Interest	9,184	-	9,184
	<hr/>	<hr/>	<hr/>
Total revenues	14,965	(10,166)	4,799
Expenditures/expenses:			
Economic development projects	6,459	-	6,459
	<hr/>	<hr/>	<hr/>
Excess of revenues over expenditures	8,506	(8,506)	-
Change in net position	-	(1,660)	(1,660)
Fund balance/net position:			
Beginning of year	2,948,252	12,013	2,960,265
	<hr/>	<hr/>	<hr/>
End of year	<u>\$ 2,956,758</u>	<u>\$ 1,847</u>	<u>\$ 2,958,605</u>

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - governmental fund	\$ 8,506
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	<u>(10,166)</u>
Change in net position - governmental activities	<u>\$ (1,660)</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

(a) *Reporting Entity*

In April 2007, the City of Chicago (City) established the Stevenson/Brighton Tax Increment Redevelopment Project Area (Project). The area has been established to finance improvements, leverage private investment and create and retain jobs. The Project is accounted for within the special revenue funds of the City.

(b) *Government-Wide and Fund Financial Statements*

The accompanying financial statements of the Project have been prepared in conformity with generally accepted accounting principles as prescribed by the Government Accounting Standards Board (GASB). Effective January 2013, GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, standardized the presentation of deferred outflows and inflows of resources and their effect on the Project's net position. The financial impact resulting from the implementation of GASB Statement No. 63 is primarily the change in terminology from Net Assets to Net Position. In addition, GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, was implemented to establish accounting and financial reporting standards that reclassify as deferred inflows of resources, certain items that were previously reported as liabilities and recognizes, as inflows of resources, certain items that were previously reported as liabilities.

Previously, GASB Statement No. 34 (as amended) was implemented and included the following presentation:

- A Management Discussion and Analysis (MD&A) section providing an analysis of the Project's overall financial position and results of operations.
- Government-wide financial statements prepared using the economic resources measurement focus and the *accrual basis of accounting* for all the Project's activities.
- Fund financial statements, which focus on the Project's governmental funds *current financial resources measurement focus*.

(c) *Measurement Focus, Basis of Accounting and Financial Statements Presentation*

The government-wide financial statements are reported using the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

The governmental fund financial statements are prepared on the *modified accrual basis of accounting* with only current position and liabilities included on the balance sheet. Under the *modified accrual basis of accounting*, revenues are recorded when susceptible to accrual, i.e., both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes are susceptible to accrual and recognized as a receivable in the year levied. Revenue recognition is deferred unless the taxes are received within 60 days subsequent to year-end. Expenditures are recorded when the liability is incurred.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. The City has elected not to follow subsequent private-sector guidance.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS
(Continued)

Note 1 – Summary of Significant Accounting Policies (Concluded)

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of position and liabilities and disclosure of contingent position and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

(d) *Assets, Liabilities and Net Position*

Cash and Investments

Cash belonging to the City is generally deposited with the City Treasurer as required by the Municipal Code of Chicago. The City Comptroller issues warrants for authorized City expenditures which represent a claim for payment when presented to the City Treasurer. Payment for all City warrants clearing is made by checks drawn on the City's various operating bank accounts.

The City Treasurer and City Comptroller share responsibility for investing in authorized investments. Interest earned on pooled investments is allocated to participating funds based upon their average combined cash and investment balances.

The City values its investments at fair value or amortized cost. U.S. Government securities purchased at a price other than par with a maturity of less than one year are reported at amortized cost.

Deferred Inflows

Deferred inflows represent deferred property tax revenue amounts to be recognized as revenue in future years in the governmental fund financial statements.

Capital Assets

Capital assets are not capitalized in the governmental fund but, instead, are charged as current expenditures when purchased. The Government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) of the City includes the capital position and related depreciation, if any, of the Project in which ownership of the capital asset will remain with the City (i.e. infrastructure, or municipal building). All other construction will be expensed in both the government-wide financial statements and the governmental fund as the City nor Project will retain the right of ownership.

(e) *Stewardship, Compliance and Accountability*

Illinois Tax Increment Redevelopment Allocation Act Compliance

The Project's expenditures include reimbursements for various eligible costs as described in subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and the Redevelopment Agreement relating specifically to the Project. Eligible costs include but are not limited to survey, property assembly, rehabilitation, public infrastructure, financing and relocation costs.

Reimbursements

Reimbursements, if any, are made to the developer for project costs, as public improvements are completed and pass City inspection.

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS
(Concluded)

Note 2 – Commitments

The City has pledged certain amounts solely from available excess incremental taxes to provide financial assistance to a developer under the terms of a redevelopment agreement for the purpose of paying costs of certain eligible redevelopment project costs.

SUPPLEMENTARY INFORMATION

CITY OF CHICAGO, ILLINOIS
STEVENSON/BRIGHTON REDEVELOPMENT PROJECT
SCHEDULE OF EXPENDITURES BY STATUTORY CODE

Code Description

Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing

\$6,459



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INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Stevenson/Brighton Redevelopment Project of the City of Chicago, Illinois, which comprise the statement of net position and governmental fund balance sheet as of December 31, 2014, and the related statement of activities and governmental fund revenues, expenditures and changes in fund balance for the year then ended, and the related notes to the financial statements, and we have issued our report thereon dated June 30, 2015.

In connection with our audit, nothing came to our attention that caused us to believe that the Project failed to comply with the regulatory provisions in Subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Allocation Redevelopment Act and Subsection (o) of Section 11-74.6-10 of the Illinois Industrial Jobs Recovery Law as they relate to the eligibility for costs incurred incidental to the implementation of the Stevenson/Brighton Redevelopment Project of the City of Chicago, Illinois.

However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Project's noncompliance with the above referenced regulatory provisions, insofar as they relate to accounting matters.

This report is intended for the information of the City of Chicago's management. However, this report is a matter of public record, and its distribution is not limited.

Bansley and Kiener, L.L.P.
Certified Public Accountants

June 30, 2015