

This agreement was prepared by
and after recording return to:

Crystal S. Maher, Esq.
City of Chicago Law Department
121 North LaSalle Street
Room 600
Chicago, Illinois 60602



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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 12/27/2013 04:09 PM Pg: 1 of 16

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**FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER
REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HELLENIC MUSEUM AND CULTURAL CENTER REDEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into as of the 1st day of December, 2013, between the City of Chicago, an Illinois municipal corporation (the "**City**"), by and through its Department of Housing and Economic Development (the "**HED**") and National Hellenic Museum, an Illinois not-for-profit corporation (formerly known as Hellenic Museum and Cultural Center) (the "**Developer**") (the City and the Developer are collectively referred to herein as the "**Parties**"). UHAC, defined below, acknowledged and consented to the terms and conditions set forth in this Amendment.

RECITALS

A. On May 29, 2003 (the "**Original Agreement Closing Date**"), the City and United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("**UHAC**"), Developer, and Western Springs National Bank and Trust, not personally, but solely as Trustee under a Trust Agreement dated January 8, 2002 and known as Trust Number 3922 (the "**Trustee**," referred to herein collectively with UHAC and Developer as the "**Original Developer Parties**") entered into that certain Hellenic Museum and Cultural Center Redevelopment Agreement dated May 29, 2003 and recorded on January 28, 2004 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0402827175 (the "**Original Agreement**"), as authorized by the City Council, pursuant to an ordinance enacted on February 6, 2002, published at pages 78443 to 78508 of the Journal of proceedings of the City Council of that date, pertaining to the property generally located at 333 South Halsted Street and legally described on **Exhibit A** attached hereto (the "**Property**").

B. Pursuant to the Original Agreement the Original Developer Parties were to redevelop the Property with a 40,000 square foot museum and cultural center with associated

exhibit space, research facilities, auditorium, gift shop, and offices thereon (the "**Museum**"), provide 11 on-site parking spaces (the "**On-Site Parking**") and provide for additional off-site parking facilities (the "**Off-Site Parking**") by cooperating in connection with the vacation of Gladys Street and entering into agreements with owners of surrounding surface lots and parking garage developers.

C. Pursuant to the Original Agreement the Original Developer Parties were to commence construction of the Facility no later than May 31, 2005 and substantially complete construction no later than December 31, 2007.

D. Subsequent to the Original Agreement Closing Date, the Trustee, with the consent and at the direction of UHAC, conveyed the Property to the Developer. The Developer undertook the obligations under the Original Agreement by commencing construction of the Museum on May 6, 2005. The Developer incurred all of the costs associated with the Project, as listed in the Project Budget referenced below, and completed construction of the Museum and the On-Site Parking as of December 8, 2011.

E. The Developer diligently pursued options for securing Off-Site Parking but has been unable to enter into agreements with surrounding parking owners or otherwise secure Off-Site Parking. As a result, the Developer has agreed to forego, waive and release any right it has to the remaining \$1,000,000 in City Funds which were otherwise payable pursuant to the Original Amendment upon issuance of the Certificate.

F. The Developer and the City desire to amend the Original Agreement, among other things, to (i) release the Trustee and UHAC as parties to the Original Agreement; (ii) eliminate the Off-Site Parking requirement; (iii) confirm the total Project costs and sources of funds; (iv) release the City from any obligation to pay the remaining \$1,000,000 in City Funds contemplated by the Original Agreement; and (v) memorialize the City's consent to the Illinois Financing Authority bond financing ("**IFA Bond Financing**") in the maximum amount of \$8,000,000 and related mortgage on the Property granted to First Midwest Bank, the IFA bond purchaser.

G. On November 13, 2013, City Council enacted in ordinance which authorized the entry of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the recitals which are made a contractual part of this Amendment and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as hereinafter set forth:

AGREEMENTS

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and constitute a material part hereof.

2. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Original

Agreement.

3. Release of the Trustee and UHAC. The Trustee and UHAC are hereby released from the Original Agreement.

4. Recital D – The Project. The first sentence of Recital D of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“The Developer has acquired (the “**Acquisition**”) fee simple title to certain property located within the Redevelopment Area at 333 South Halsted, Chicago, Illinois 60661 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 40,000 square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and provide 11 parking spaces on the Property (the “**Facility**”).”

5. Recital E – Parking Facilities. Recital E of the Original Agreement is hereby deleted in its entirety.

6. Section 3.01 - The Project. Section 3.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Construction of the Facility commenced as of May 3, 2005. Construction of the Museum and the 11 on-site parking spaces was completed, and the Museum opened to the public, as of December 8, 2011.”

7. Section 3.03 – Project Budget. The first sentence in Section 3.03 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount of \$20,950,974.”

8. Section 4.01 - Total Project Cost and Sources of Funds. Section 4.01 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Total Project Cost and Sources of Fund. The final cost of the Project was \$20,950,974 and the costs were funded from the following sources:

Equity (subject to Section 4.05)	\$10,450,974.00
IFA Bond Financing	\$8,000,000.00
City Funds (subject to Section 4.03)	\$2,500,000.00
ESTIMATED TOTAL	\$20,950,974

9. Section 4.03 (b) – City Funds. Section 4.03(b) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Bond Proceeds	\$2,500,000"

10. Reduction of the City Funds. It was anticipated that the payment to the Developer to reimburse the Developer for the TIF-Funded Improvements was to be an amount of \$3,500,000, however, the parties have agreed that the original amount of City Funds to be paid to the Developer is being reduced by the City by \$1,000,000 due to the Developer's inability to obtain Off-Site Parking. The payment to date of of \$2,500,000 in City Funds fully satisfies and discharges the City's obligation to pay City Funds to the Developer.

11. Public Benefits Program. Section 8.20 of the Original Agreement is hereby deleted in its entirety.

12. Liquidated Damages – Shortfall in City Resident Construction Worker Employment Requirement. HED and the Developer acknowledge that, upon the completion of the construction of the Project, despite the Developer's best efforts to cause the General Contractor to comply, a shortfall existed in connection with the compliance with the city resident construction worker employment requirement described in Section 10.02 of the Original Agreement. As a result of shortfall, the Developer has paid the City liquidated damages in the amount of \$88,270.90.

13. Certificate of Completion of Construction. The Parties acknowledge that construction of the Museum and On-Site Parking is complete, and the Museum is open to the public. Accordingly, the Project and the Facility are deemed complete and concurrently with the execution of this Amendment HED 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 the Original Agreement, as amended by this Amendment.

14. Covenants/Representations/Warranties of the Developer. The Developer represents, warrants and covenants, as of the date of this Amendment and throughout the Term of the Agreement, that:

(a) the Developer is an Illinois not-for-profit corporation, duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by the Developer of this Amendment

has been duly authorized by all necessary corporate actions, and does not and will not violate the Developer's Articles of Incorporation or By-Laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound; and

(d) the Developer (i) is represented by independent legal counsel of its choice in the transactions contemplated by this Amendment; (ii) is fully aware and clearly understand all the terms contained in this Amendment; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Amendment; (iv) is not relying on any representation, either written or oral, express or implied, made by the City other than as set forth in this Amendment; (v) on its own initiative has made proposals to the City, the terms of which are reflected by this Amendment; and (vi) has received actual and adequate consideration to enter into this Amendment.

15. Consent to Mortgaging the Project. The City hereby consents to the IFA Bond Financing and that certain Amended and Restated Construction Mortgage and Security Agreement made by the Developer in favor of First Midwest Bank, dated February 1, 2012, and recorded March 1, 2012, as document number 12061440141, as a Permitted Mortgage.

16. Notice. The Notice in Section 17 of the Original Agreement are amended to reflect the current name and addresses of the City departments and Developer, respectively, and are replaced with the following:

IF TO CITY: Department of Housing and Economic Development
121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

WITH COPIES TO: Office of the Corporation Counsel
City of Chicago Department of Law
121 N. LaSalle, Room 600
Chicago, Illinois 60602

Department of Finance
City of Chicago
33 N. LaSalle Room, 6th Floor
Chicago, Illinois 60602
Attention Comptroller

IF TO DEVELOPER: National Hellenic Museum
333 South Halsted Street
Chicago, Illinois 60661
Attention: Connie Mourtopalas

WITH COPIES TO: David L. Reifman, Esq.
DLA Piper LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601

17. Exhibit G-1 (Project Budget) of the Original Agreement is deleted and replaced by the exhibit attached hereto as **Exhibit B**,

18. The Original Agreement is amended by adding the following provisions:

“(i) PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO.2011-4

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent (“**Owners**”), spouses and domestic partners of such Owners, Developer’s contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Amendment) (“**Contractors**”), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent (“**Sub-owners**”) and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the “**Identified Parties**”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “**Mayor**”) or to his political fundraising committee during (i) the bid or other solicitation process for this Amendment or Other Contract (as defined below), including while this Amendment or any Other Contract is executory, (ii) the term of this Amendment or any Other Contract between Developer and the City, and/or (iii) any period while an extension of this Amendment or any Other Contract with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Amendment, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No.2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Amendment, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Amendment, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Amendment, the City may elect to decline to close the transaction contemplated by this Amendment.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married,
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(ii) **SHAKMAN ACCORD**

(a) The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” (the “**Shakman Accord**”) and the August 16, 2007 “City

of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Amendment are employees or subcontractors of the Developer, not employees of the City of Chicago. This Amendment is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

(c) The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Amendment, or offer employment to any individual to provide services under this Amendment, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Amendment, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Developer by a City employee or City official in violation of Section 432(ii) above, or advocating a violation of Section 432(iii) above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the relevant City Department utilizing services provided under this Amendment. The Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor’s Office related to the contract.

(iii) FOIA AND LOCAL RECORDS ACT COMPLIANCE

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

(b) Exempt Information. Documents that the Developer submits to

the City during the term of this Amendment that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

(iv) **FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY**

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Amendment and the transactions contemplated thereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

(v) **INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago."

19. **Consent to Assignment.** Pursuant to Section 18.15 of the Original Agreement, the City hereby consents to the assignment by the Original Developer Parties of all their interest in the Original Agreement to the Developer. The Developer agrees to abide by all remaining executory terms of the Original Agreement, as amended by this Amendment, for the Term of this Agreement.

20. **Execution of this Amendment.** Concurrently with the execution of this Amendment, the Parties shall exchange the following documents and items:

(a) The City shall issue to Developer the Certificate referenced in Section 7.01 of the Original Agreement;

(b) The City shall return to Developer the original Performance L/C currently in the

City's possession. Upon return, the City hereby waives and releases any right or interest it may otherwise have in the Performance L/C;

(c) The Developer shall provide a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested;

(d) The Developer shall provide to the City an Economic Disclosure Statement dated as of the Closing Date;

(e) The Developer shall provide the City with evidence of compliance with Section 8.13 under the Original RDA; and

(f) The Developer shall provide such other documents as the City may require.

21. Full Force and Effect. Except as amended hereby, the Original Agreement shall remain in full force and effect, and the terms of such Original Agreement are incorporated by reference, as if fully set forth herein.

22. Miscellaneous.

(a) In the event of any inconsistency between the terms of this Amendment and the Original Agreement, this Amendment shall govern and control in all instances.

(b) This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the Developer may not assign this Amendment or the Original Agreement without the prior written consent of the City.

(c) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

(d) If any provision of this Amendment is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Amendment will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

(e) Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by all Parties to this Amendment.

(f) No waiver of any action or default will be implied from the failure or delay by the City to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the

performance of any provision of this Amendment will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

(g) The Developer expressly agree that no member, official, employee or agent of the City shall be individually or personally liable to the Developer, or any of their successors or assigns, in the event of any default or breach by the City under this Amendment.


(h) This Amendment shall be recorded against the Property in the Office of the Cook County Recorder of Deeds at the expense of the Developer.

23. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, this Amendment is effective as of the date first written above.

CITY OF CHICAGO, an Illinois municipal corporation, acting through its Department of Housing and Economic Development

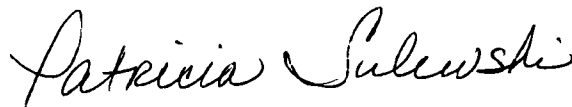
By: 
Andrew J. Mooney
Its Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, Commissioner of the Department of Housing and Economic Development of the City of Chicago, Illinois, an Illinois municipal corporation, on behalf of the corporation (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 19th day of December, 2013.



[DEVELOPER EXECUTION ON FOLLOWING PAGE]

NATIONAL HELLENIC MUSEUM, an Illinois not-for-profit

By: [Signature]
Its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Conic Moutopalas, the President of National Hellenic Museum, an Illinois not-for-profit corporation ("NHM"), 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 NHM, as his free and voluntary act and as the free and voluntary act of the NHM, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of DECEMBER, 2013.



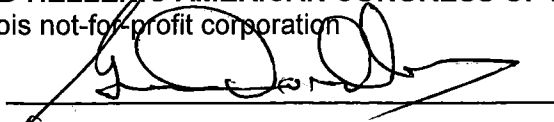
[Signature: Pamela K. Lorey]

[UHAC ACKNOWLEDGE ON FOLLOWING PAGE]

Acknowledged and Consent to by UHAC this
27 day of DEC, 2013

UNITED HELLENIC AMERICAN CONGRESS OF ILLINOIS,
an Illinois not-for-profit corporation

By:

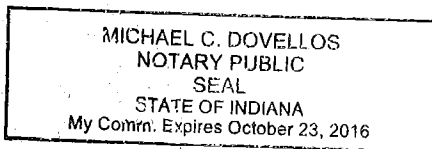


Its PRESIDENT

NOTARY CERTIFICATION

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE M. DOVELLOS, the PRESIDENT of United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("UHAC"), 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 UHAC, as his free and voluntary act and as the free and voluntary act of the UHAC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of DECEMBER, 2013.



Subscribed and sworn to before me
this 27th day of December, 2013.



NOTARY PUBLIC

MY COMMISSION EXPIRES 10-23-2016

EXHIBIT A

LEGAL DESCRIPTION

LOT 16 AND THAT PART OF LOTS 13, 14, AND 15 DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE NORTH LINE OF LOT 13, WHICH IS 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 13, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 13, 35 FEET SOUTH OF THE NORTH LINE OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF EAST 25.5 FEET OF LOT 14 WHICH IS 82 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 14, WHICH IS 40 FEET NORTH OF THE SOUTH LINE OF SAID LOT 14; THENCE SOUTHWESTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 15, 27 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 15; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 15 TO SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH ALONG WEST LINE OF SAID LOT 15 TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 13, 14, AND 15 TO THE PLACE OF BEGINNING, ALL IN BLOCK 4 IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 333 South Halsted Street, Chicago, Illinois 60661

PINs: 17-16-117-001, -025, -027, -032 and -033

EXHIBIT B

Exhibit G-1
FINAL PROJECT BUDGET

Sources of Funds:

City TIF Funds	\$ 2,500,000
Equity (Hellenic Museum Fundraising)	\$10,450,974
IFA Bond Financing	<u>\$ 8,000,000</u>

Total Sources of Funds \$20,950,974

Uses of Funds:

Hard Costs:

Construction	\$9,544,112.70
Upgraded HVAC	\$658,215.00
Land Acquisition	\$3,500,000.00
Demolition	\$58,663.45
Projector and Sound System	\$87,023.00
Total hard costs:	\$13,848,014.15

Soft Costs:

Architectural/Engineering/Interior Design Fees	\$1,232,803.00
Specialty System Design Consultants	\$236,350.00
Soil/Concrete/Fireproof Testing	\$117,952.00
LEED Certifications	\$43,450.00
Loan Reserve	\$1,000,000.00
Owner's Representation Fee	\$230,000.00
Construction Administration/Supervision/Consultants/Insurance/Fee	\$1,817,025.98
Miscellaneous (permanent exhibit, FFE, taxes, insurance)	\$2,425,379.00
Total soft costs	\$7,102,959.98

Total Uses of Funds: \$20,950,974