



# City of Chicago



O2016-3928

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	5/18/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Amendment to Phase 1 cargo facility lease with Aero Chicago LLC at Chicago O'Hare International Airport
<b>Committee(s) Assignment:</b>	Committee on Aviation

AVIAT.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

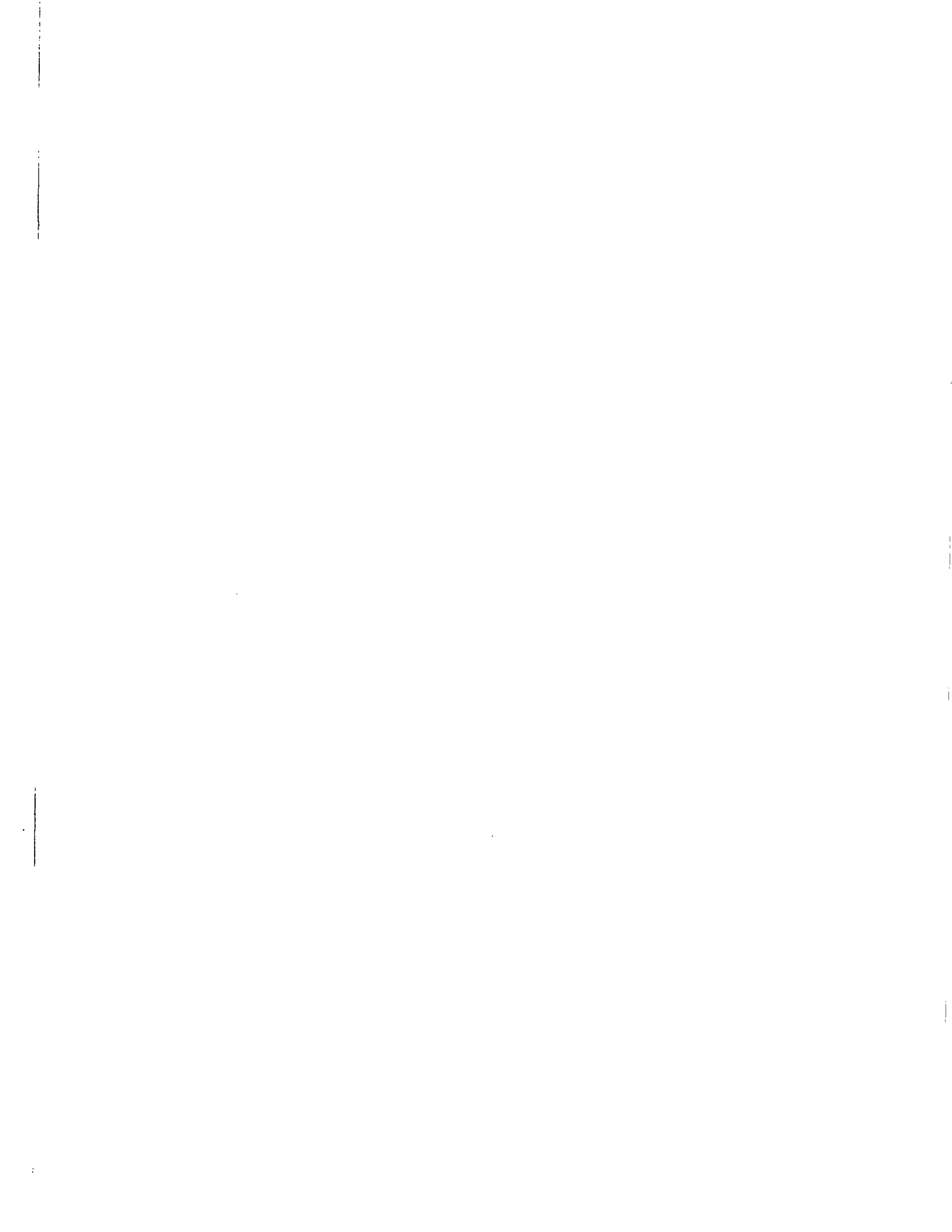
At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing an amendment to a cargo facility lease with Aero Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor



## ORDINANCE

WHEREAS, the City of Chicago ("City"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, the City and Aero Chicago, LLC ("Aero Chicago") entered into an Aero Chicago, LLC Phase I Cargo Facility Lease dated August 8, 2012 (the "Original Phase I Lease") pursuant to which the City leased to Aero Chicago a portion of O'Hare more specifically described therein (the "Original Phase I Premises") upon which Aero Chicago was given the right to construct and develop certain air cargo facilities as provided in the Original Phase I Lease; and

WHEREAS, the City and Aero Chicago have determined that it is necessary and desirable to amend the Original Phase I Lease to add certain property to the Original Phase I Premises and for other purposes as set forth in an Amendment to Aero Chicago, LLC Phase I Cargo Facility Lease (the "Amendment") attached to this ordinance as *Exhibit A*; and

WHEREAS, the City desires to enter into an Amendment with Aero Chicago substantially in the form of the Amendment attached hereto as *Exhibit A*; now therefore

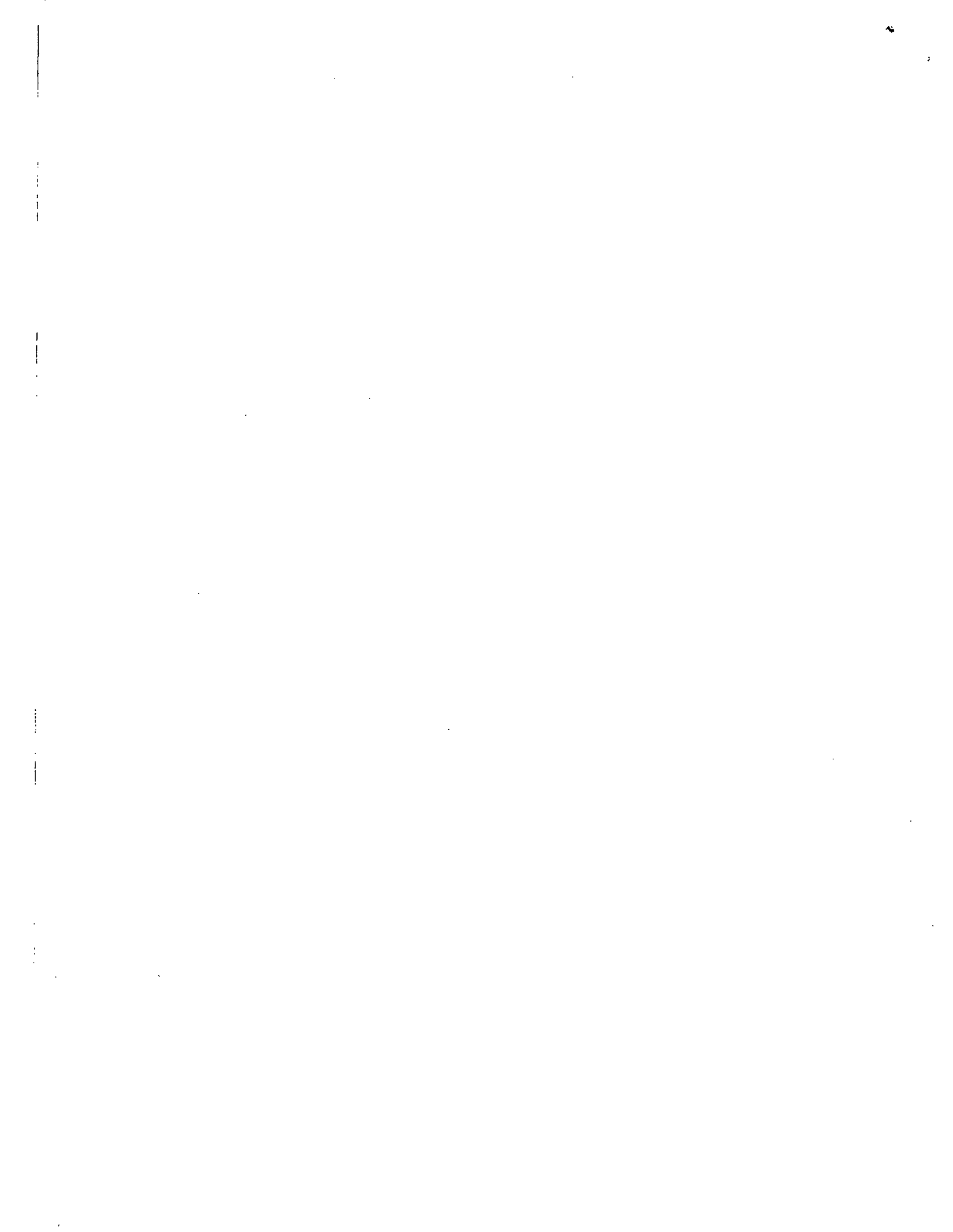
### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Mayor or his proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation (the "Commissioner") and the approval of the Corporation Counsel as to form and legality, an Amendment that is substantially in the form of the draft Amendment presented to this meeting that is attached hereto as *Exhibit A*, or with such changes or revisions therein as are consistent with the purposes of this ordinance and shall be approved by the Mayor, which approval shall be evidenced by the Mayor's execution of the Amendment, and any and all of such changes and revisions are hereby approved by this City Council. The City Clerk is hereby authorized and directed to attest the Amendment and to affix thereto the corporate seal of the City or a facsimile thereof.

SECTION 3. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance will be in full force and effect from and after its passage and approval.



**EXHIBIT A**

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**AMENDMENT TO AERO CHICAGO, LLC  
PHASE I CARGO FACILITY LEASE**

**Dated: \_\_\_\_\_, 2016**

**BETWEEN**

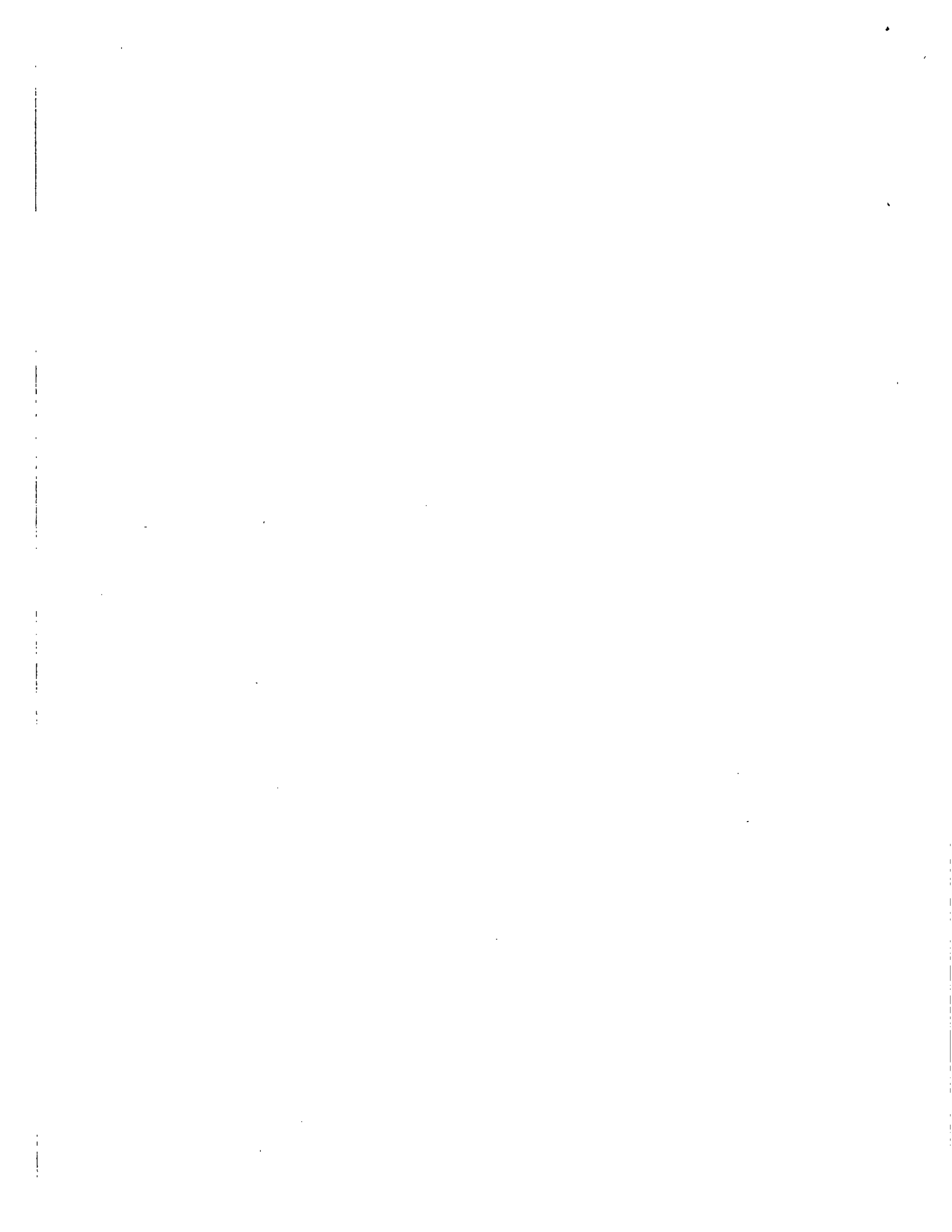
**CITY OF CHICAGO**

**AND**

**AERO CHICAGO, LLC**

**AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE  
CHICAGO O'HARE INTERNATIONAL AIRPORT**

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**AMENDMENT TO AERO CHICAGO, LLC PHASE I  
CARGO FACILITY LEASE**

THIS AMENDMENT TO AERO CHICAGO, LLC PHASE I CARGO FACILITY LEASE is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (this "*Amendment*" or "*Agreement*"), by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, as lessor under this Lease (herein referred to as the "*City*" or the "*Landlord*"), and AERO CHICAGO, LLC, a Delaware limited liability company, as lessee under this Lease (herein referred to as the "*Tenant*").

**RECITALS:**

WHEREAS, the City is a municipality and a home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois, and, in accordance with the provisions of Section 6(a) of the 1970 Constitution of the State of Illinois, is authorized to enter into a lease agreement with respect to facilities used for the receiving and storing of cargo being transported at Chicago O'Hare International Airport (the "*Airport*") upon the terms and conditions the City considers advisable;

WHEREAS, the City has the authority to lease facilities and to grant rights and privileges with respect to the Airport;

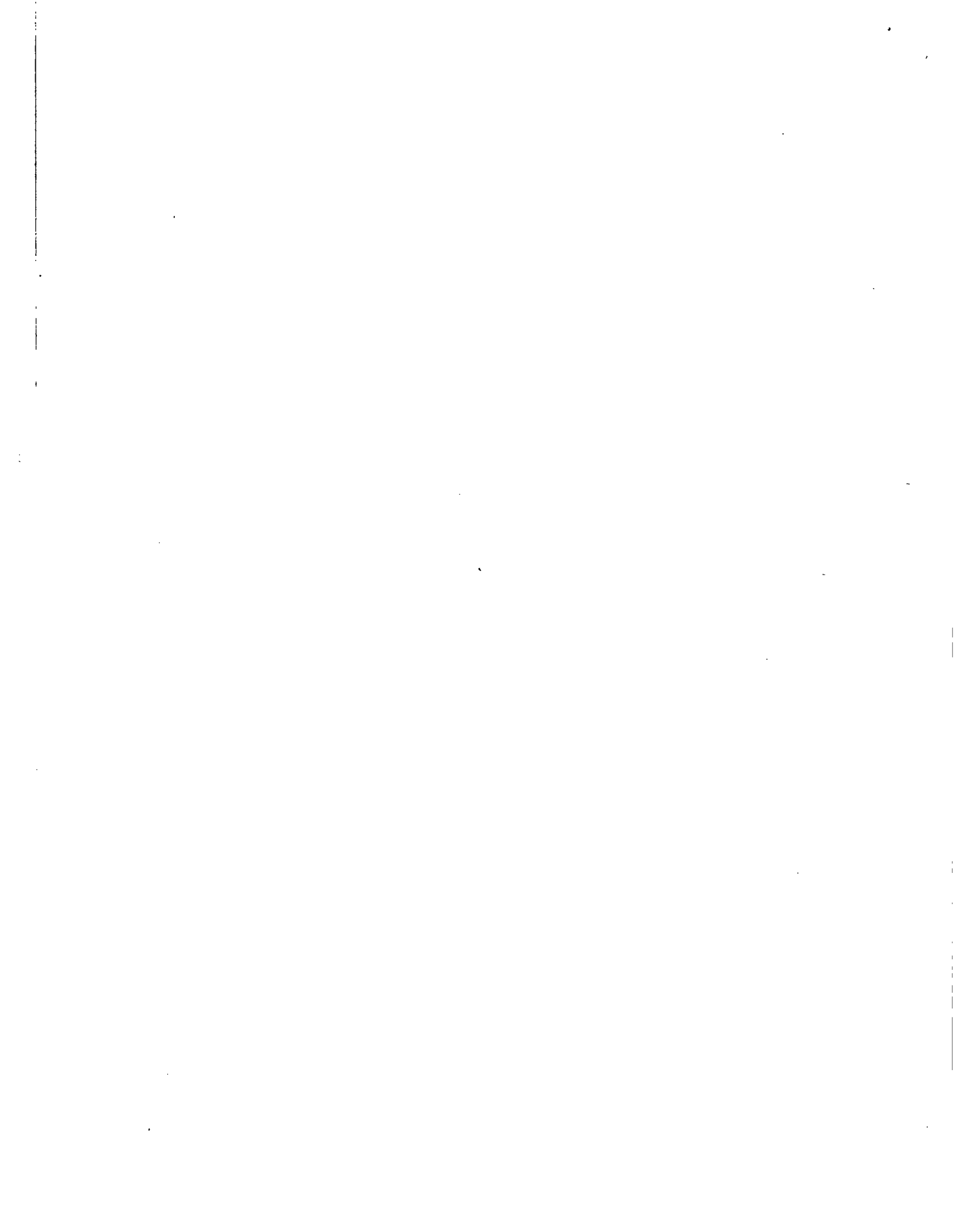
WHEREAS, the City and the Tenant previously executed and delivered that certain Aero Chicago, LLC Phase I Cargo Facility Lease dated August 8, 2012 (the "*Original Phase I Lease*"), which Original Phase I Lease provides, among other things, for a right for the Tenant to lease the Phase I Leased Premises (as defined herein) from the City in accordance with the provisions set forth therein;

WHEREAS, pursuant to an Ordinance of the City, adopted June 28, 2012 (the "*Ordinance*"), the City authorized the execution and delivery of the Original Phase I Lease as an indivisible and non-severable agreement between the City and the Tenant, and the execution and delivery of certain related agreements; and

WHEREAS, the City and the Tenant have determined that it is necessary to amend the Original Phase I Lease in order to add certain property to the Phase I Leased Premises and for other purposes as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the City and the Tenant, each binding itself, its successors and assigns, do mutually promise, covenant and agree to amend and modify the Original Phase I Lease as follows; *provided* that, in the performance of the agreements of the City herein contained, any obligation it may incur for the payment of money shall not constitute





an indebtedness or other liability of the State or of a political subdivision of the State, except the City:

*Section 1. Amendments to Definitions in Section 1.1 of the Original Phase I Lease.*

Section 1.1 of the Original Phase I Lease is hereby amended as follows:

(a) The term “*Bank Rate Adjustment Date*” is hereby amended to be the “*Base Rate Adjustment Date*.”

(b) The term “*Fuel Farm Lease*” is hereby amended in its entirety to read as follows:

“*Fuel Farm Lease*” or “*Fuel System Lease*” shall mean that certain Northeast Quadrant O’Hare Airport Fuel Farm Lease dated as of April 26, 2016 between the City, as lessor thereunder, and Aero Chicago Distribution Infrastructure, LLC, as lessee thereunder, as such Fuel Farm Lease may be amended from time to time.

(c) The term “*Fuel System*” is hereby amended in its entirety to read as follows:

“*Fuel System*” is defined in the Fuel Farm Lease.

(d) The term “*Person*” is hereby amended in its entirety to read as follows:

“*Person*” shall mean any individual, partnership, firm, trust, corporation, limited liability company or other business entity or governmental authority or political unit or agency.

(e) The term *Phase II Lease* is hereby amended in its entirety to read as follows:

“*Phase II Lease*” shall mean that certain Aero Chicago, LLC Cargo Facility Phase II Lease dated as of April 26, 2016 between the City, as lessor thereunder, and the Tenant, as lessee thereunder, as such Phase II Lease may be amended from time to time.

(f) The terms “*Phase II Base Rent*” is hereby amended in its entirety to read as follows:

“*Phase II Base Rent*” is defined in the Phase II Lease.

(g) The term “*Phase II Term*” is hereby amended in its entirety to read as follows:

“*Phase II Term*” is defined in the Phase II Lease.

(h) The term “*Utilities*” is hereby amended in its entirety to read as follows:



"Utilities" shall mean electricity, gas, water, sanitary sewer and telephone, telecommunications and other data services available to the Leased Premises.

(i) Each of the following terms are hereby amended in their entirety to delete the following terms from the Phase I Lease: "Phase II Maintenance Rent," "Phase II Maintenance Rent Commencement Date," "Phase II Base Rent Commencement Date," "Phase II Election Notice," "Phase II Election Deadline," "Phase II Construction Period," and "Phase II Termination Date."

(j) The following definitions are hereby added to Section 1.1 of the Original Phase I Lease:

*"First Lease Year Fuel Farm Combined Rent Credit Amount"* is defined in Section 4.7(d)(i) of this Lease.

*"Fuel Farm Lease Combined Rent Credits"* is defined in Section 4.7(d) of this Lease.

*"Minimum Fuel System Construction Costs"* is defined in Section 4.7(d) of this Lease.

*"Ramp"* shall mean the aircraft parking positions to be constructed on the Phase I Leased Premises.

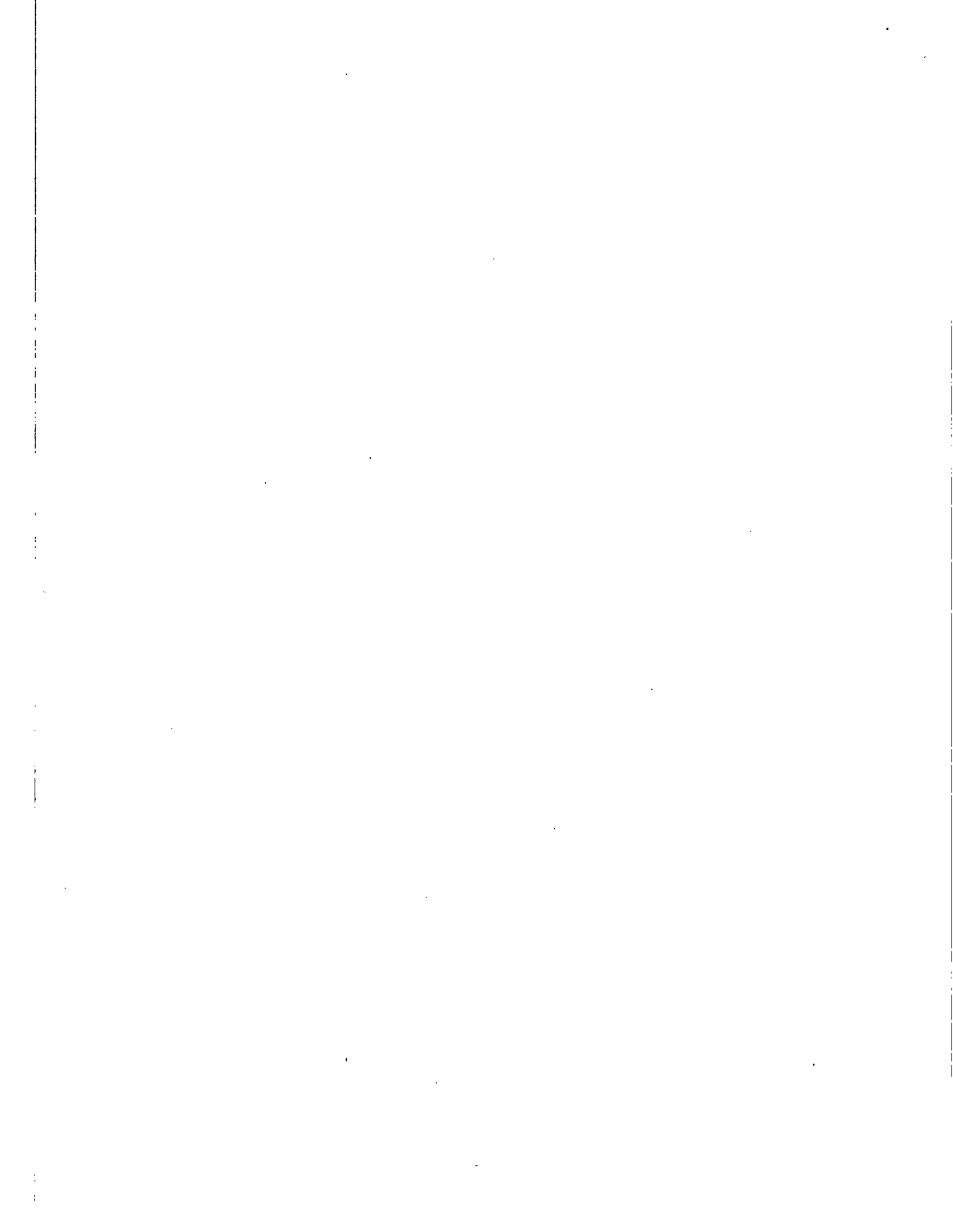
*"Second Lease Year Fuel Farm Combined Rent Credit Amount"* is defined in Section 4.7(d)(ii) of this Lease.

*Section 2. Ramp.* Article 2 of the Original Phase I Lease is hereby amended to add the following Section 2.17 to the Original Phase I Lease:

*Section 2.17. Use of Ramp.* It is understood by the City and the Tenant that to the extent the Ramp is not being used at any time by a Cargo Facility Space Tenant or any carrier or airlines that has a contractual right to use the Ramp pursuant to a contractual relationship with a Cargo Facility Space Tenant, the Tenant agrees that it will allow, or otherwise shall request the Cargo Facility Space Tenants to allow, the Ramp to be available for use by any carrier that provides cargo service at the Airport, subject to a reasonable contractual arrangement allowing such use, which contract shall include reasonable rental provisions, an indemnification of the Tenant, the Cargo Facility Space Tenants and the City, and insurance coverage that satisfies the City's insurance requirements.

*Section 3. Phase I Base Rent Commencement Date.* Section 4.2(b) of the Original Lease is hereby amended to delete in its entirety such provision as originally set forth in the Original Phase I Lease and to replace it with the following:

(b) Subject to the provisions in Section 4.2(c) below as it relates to Section 4.2(b)(ii) below, and notwithstanding whether the Commencement Date has occurred, the



Tenant covenants and agrees to pay during the Term, and in the case where the date set forth in Section 4.2(b)(iii) below is the hereinafter defined Phase I Base Rent Commencement Date, the Tenant covenants and agrees to pay prior to the Commencement Date of the Term and during the Term, Base Rent for the Leased Premises as calculated in Exhibit B-2 attached hereto, in advance and in monthly installments equal to one-twelfth (1/12) of the aggregate amount of annual Base Rent on the first day of each calendar month (as such Base Rent shall be increased as provided in Exhibit B-2) commencing on the earlier of (herein, the “*Phase I Base Rent Commencement Date*”):

- (i) The date when the initial certificate of occupancy is issued for any warehouse portion of the Phase I Cargo Facility by the City of Chicago Department of Buildings;
- (ii) Three (3) years following receipt by the Tenant of Construction Permits for the Phase I Cargo Facility (subject to Force Majeure Delays and the provisions of Sections 4.2(c) or 13.13 below which result in a delay of the construction of the Phase I Cargo Facility);  
or
- (iii) October 1, 2017;

*provided, however*, if the Phase I Base Rent Commencement Date is not the first day of any calendar month or the Termination Date is not the last day of any calendar month, the monthly installment of Base Rent for such month shall be adjusted ratably on the basis of the number of days in the partial month for which the payment is due.

*Section 4. Deletion of References to Phase II Maintenance Rent, Phase II Base Rent and Phase II Lease.* Section 4.3 of the Original Lease is hereby amended to delete in its entirety such section as originally set forth in the Original Phase I Lease and to replace it with the following:

*Section 4.3.* [Intentionally Omitted].

*Section 5. Phase III Lease.* Section 4.4(b) of the Original Phase I Lease is hereby amended to delete in its entirety such provision as originally set forth in the Original Phase I Lease and to replace it with the following:

(b) Notwithstanding whether the commencement date for the Phase III Term has occurred, the Tenant covenants and agrees to pay during the Phase III Term, and in the case where the date set forth in Section 4.4(b)(iii) below is the hereinafter defined Phase III Base Rent Commencement Date, the Tenant covenants and agrees to pay prior to the commencement date of the Phase III Term and during the Phase III Term, base rent for the Phase III Leased Premises as calculated in Exhibit B-2 attached hereto (the “*Phase III Base Rent*”), in advance and in monthly installments equal to one-twelfth (1/12) of the aggregate amount of annual base rent for the Phase III Leased Premises on the first day of



each calendar month during the Phase III Term (as such base rent shall be increased as provided in Exhibit B-2) commencing on the earlier of (herein, the “Phase III Base Rent Commencement Date”):

- (i) The date when the initial certificate of occupancy is issued for any warehouse portion of the Phase III Cargo Facility by the City of Chicago Department of Buildings;
- (ii) Three (3) years following receipt by the Tenant of Construction Permits for the Phase III Cargo Facility (subject to Force Majeure Delays and the provisions of Sections 4.4(d) or 13.13 below which result in a delay of the construction of the Phase III Cargo Facility); or
- (iii) A fixed date to be agreed upon by the Tenant and the City prior to the execution and delivery of the Phase III Lease;

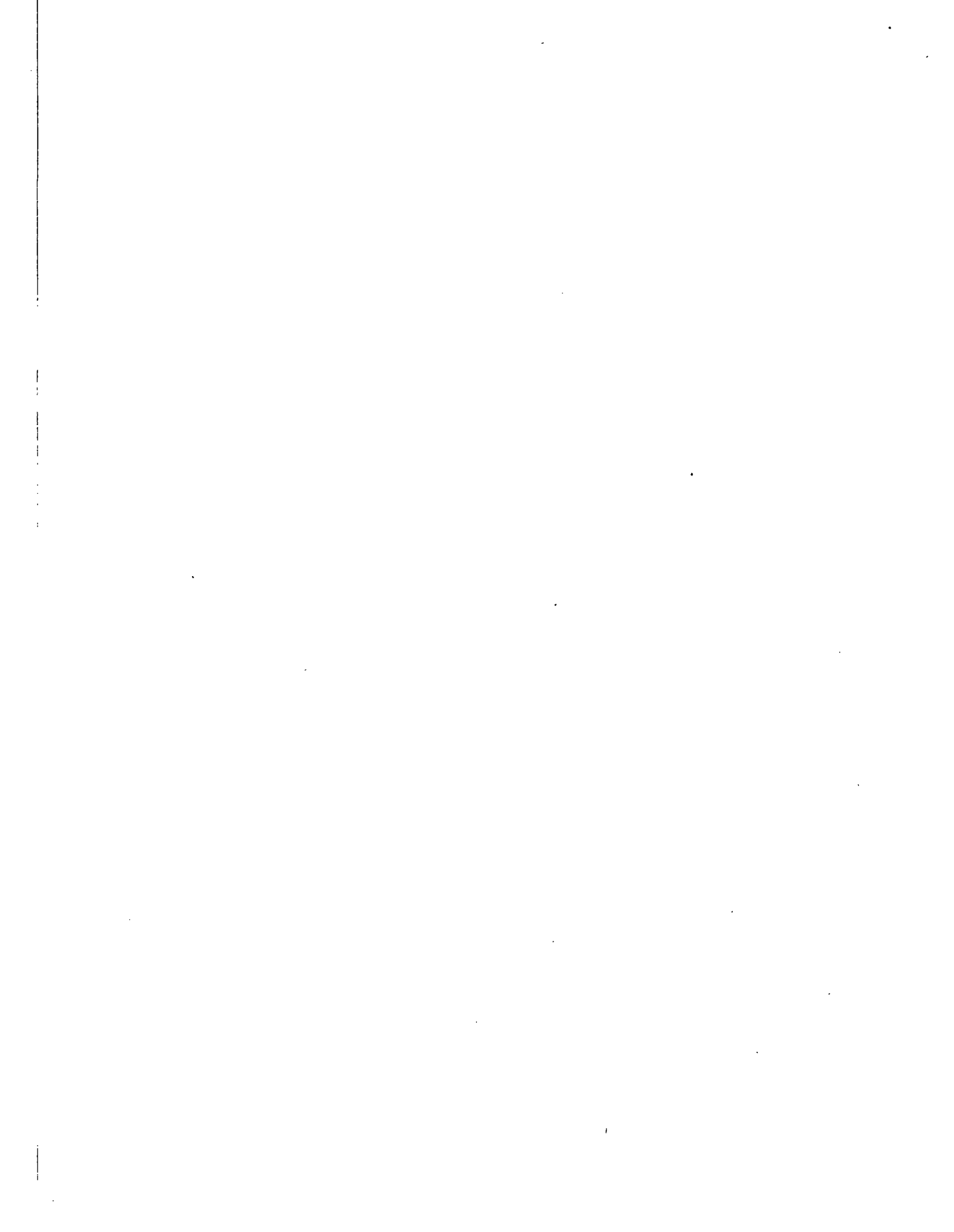
And on the first day of each calendar month thereafter; *provided, however*, if the Phase III Base Rent Commencement Date is not the first day of any calendar month or the Phase III Termination Date is not the last day of any calendar month, the monthly installment of Phase III Base Rent for such month shall be adjusted ratably on the basis of the number of days in the partial month for which payment is due.

It is understood by the City and the Tenant that for purposes of this Section 4.4(b), the amount of Phase III Base Rent payable commencing on the Phase III Base Rent Commencement Date shall be in the same amount as the Phase I Base Rent then payable on the Phase I Leased Premises (provided that the Phase I Term is still in effect) pursuant to Section 4.2 of this Lease and shall be in the same amount as the as the base rent payable under the Phase II Lease (provided that the Phase II Term is still in effect) and that such Phase III Base Rent shall be increased from time to time in accordance with the provisions *Exhibit B-2* attached hereto, such that the Tenant is paying Phase III Base Rent at the same rate under this Section 4.4(b) as under Section 4.2(b) of this Lease (provided that the Phase I Term is still in effect) and under the Phase II Lease (provided that the Phase II Term is still in effect) and that following the end of the Phase I Term and the Phase II Term, the Phase III Base Rent shall continue as calculated pursuant to the applicable provisions of the Phase III Lease pursuant to terms and provisions substantially the same as set forth in *Exhibit B-2* of this Lease.

*Section 6. Fuel Farm Lease Combined Rent Credits.* Section 4.7 of the Lease is hereby amended to add the following subparagraphs (d), (e) and (f) to Section 4.7:

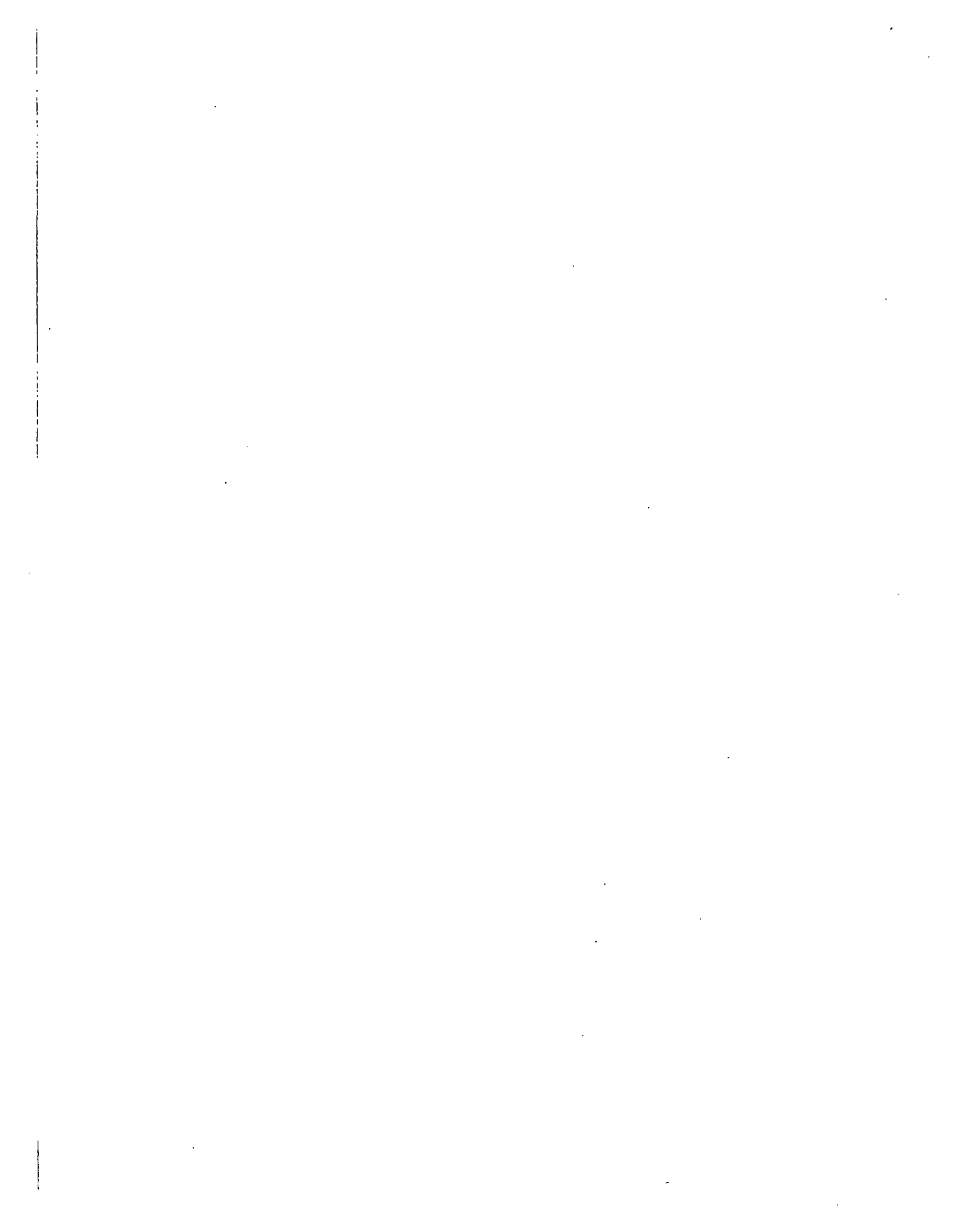
(d) In addition to the credits against Combined Rent as set forth in Section 4.7(a) above, the Tenant shall be entitled to additional credits against Combined Rent under this Lease as reimbursement for certain costs incurred by the Tenant in connection with the construction of the Fuel System in accordance with the provisions of the Fuel System in accordance with the provisions of the Fuel Farm Lease (the “*Fuel Farm Lease*”





*Combined Rent Credits*”). Subject to confirmation of the expenditure of the construction costs incurred by the Tenant for the construction of the Fuel System, as provided in the Fuel System Lease, and provided that the construction costs of the Fuel System are not less than Three Million Three Hundred Thousand Dollars (\$3,300,000.00) (the “*Minimum Fuel System Construction Costs*”), the Tenant shall be entitled to Fuel Farm Combined Rent Credits against the payment of Combined Rent due from time to time under this Lease (subject to a reduction of the Fuel Farm lease Combined Credits pursuant to Section 4.07(e) below) as follows:

- (i) In the first Lease Year, the Fuel Farm Lease Combined Rent Credits shall be in the amount shall be in the amount of One Million Dollars (\$1,000,000.00) (the “*First Lease Year Fuel Farm Combined Rent Credit Amount*”); and
- (ii) In the second Lease Year, the Fuel Farm Lease Combined Rent Credits shall be in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “*Second Lease Year Fuel Farm Combined Rent Credit Amount*”).
- (iv) In order to receive the Fuel Farm Lease Combined Rent Credits during the first Lease Year and the second Lease Year, the Tenant must submit to the City a Combined Rent Credit Certificate not less than thirty (30) days prior to the date when the Tenant believes it will be entitled to such credit. The Combined Rent Credit Certificate shall be accompanied by a certification of the Tenant that the construction costs of the Fuel System were not less than the Minimum Fuel System Construction Costs. During the first Lease Year, the Tenant agrees to request the First Lease Year Fuel Farm Combined Rent Credit Amount evenly over the twelve months of the first Lease Year. During the second Lease Year, the Tenant agrees to request the Second Lease Year Fuel Farm Combined Rent Credit Amount evenly over the twelve months of the second Lease Year. If the City objects to any portion of the credit which the Tenant is taking against Combined Rent on the next monthly payment date following receipt of a Combined Rent Credit Certificate, unless the City and the Tenant have agreed to the actual amount of the credit to be taken by the Tenant on such monthly payment date, the Tenant shall defer the amount of any credit against Combined Rent disputed by the City until such amount can be resolved by the City and the Tenant; *provided* that notwithstanding any other provisions of this Lease, no credit may be taken against Combined Rent (or any other Rent due hereunder) that has not been approved in writing by the City. The City’s failure to object to the proposed credit on or before the date when the credit is taken by the Tenant, shall not be deemed a waiver by the City to object to such credit at a future date. The City shall be

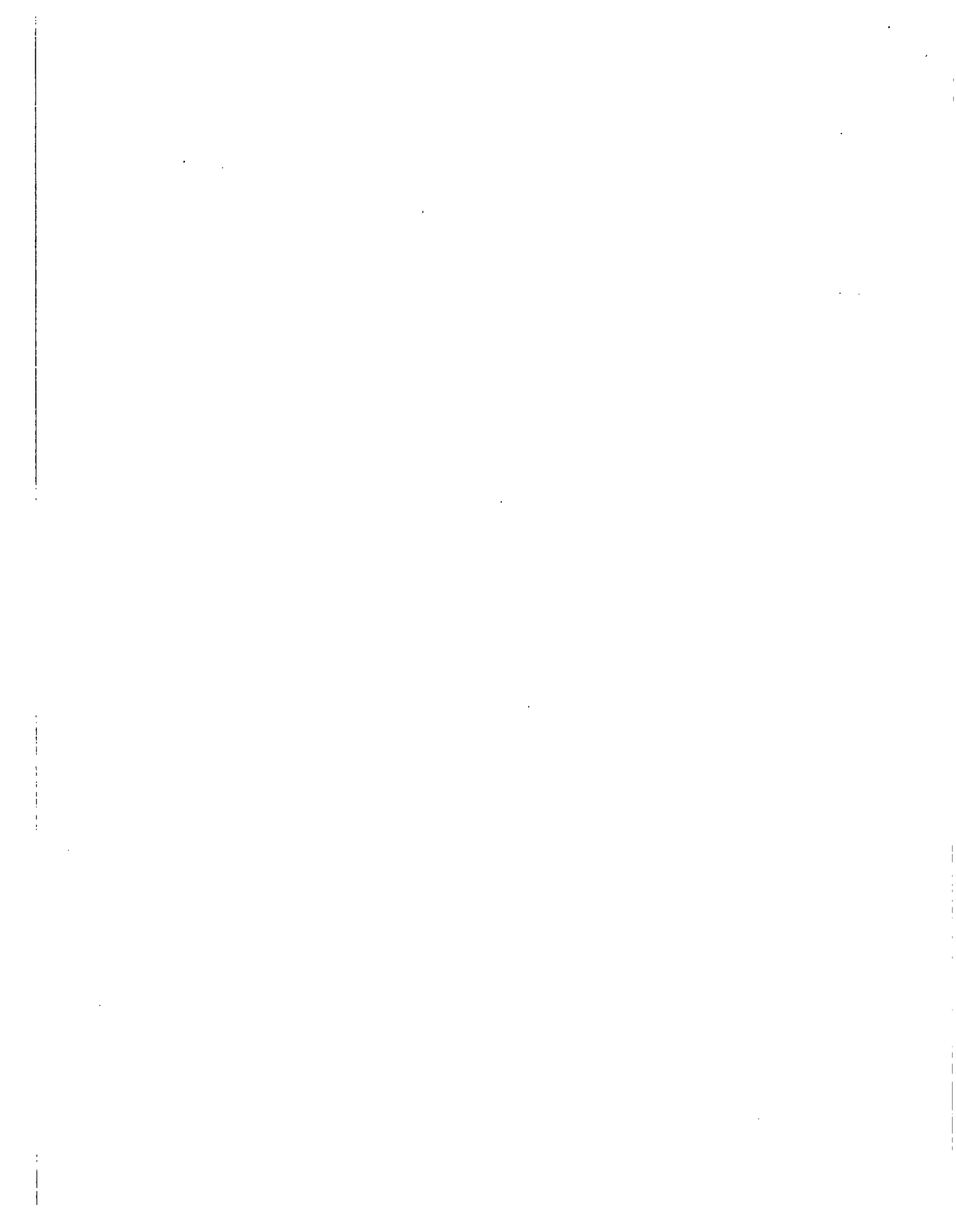


entitled to audit, at any time, any credit against the Tenant's payment of Combined Rent hereunder and if the City is able to reasonably determine that the Tenant was not entitled to any credit taken by the Tenant against Combined Rent or, if the Tenant cannot substantiate the amount of any such credit with appropriate documentation in the reasonable determination of the City, the Tenant shall pay the costs of the audit and shall pay any Combined Rent owing as a result of the improper credit, together with interest on such amount at the Default Rate.

(e) The Tenant and the City agree that during the first Lease Year and the second Lease Year, the First Lease Year Fuel Farm Combined Credit Amount and the Second Lease Year Fuel Farm Combined Credit Amount, respectively, shall be applied ratably on a monthly basis as credits against the monthly payment of Combined Rent due under this Lease, and thereafter, to the extent there is any Combined Rent due during any month during the first Lease Year and the second Lease Year after application of the First Lease Year Fuel Farm Lease Combined Rent Credit Amount and the Second Lease Year Fuel Farm Lease Combined Rent Credit Amount, respectively, the Tenant may request any additional Phase I Rent Credit that may be available under Section 4.7(a), in accordance with the procedures set forth in this Section 4.7(b) above.

(f) The Fuel Farm Lease Combined Rent Credits shall be increased to the extent that the City's total costs of the remediation of the Pre-Existing Conditions (as defined in the Phase II Lease) shall be less than One Million Four Hundred Thousand Dollars (\$1,400,000.00) (the "*Phase II Remediation Costs Threshold Amount*"). If the City expends less than the Phase II Remediation Costs Threshold Amount on the remediation of the Pre-Existing Conditions, the Tenant shall be entitled to an increase in the First Lease Year Fuel Farm Combined Rent Credit Amount based upon \$1.00 in increased rent credits for every \$2.00 that the total costs of the remediation of the Pre-Existing Conditions is below the Phase II Remediation Costs Threshold Amount, not to exceed the sum of Seven Hundred Thousand Dollars (\$700,000.00). Any increase in the rent credits under the provisions of this Section 4.07(f) shall be applied first to the first Lease Year of the Phase II Lease, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00) and then, to the extent there are any additional increased rent credits in excess of the first Two Hundred Thousand Dollars (\$200,000.00), the remainder shall be applied to Section 4.07(d)(i) above with respect to the first Lease Year of the Phase I Lease, up to a maximum of Five Hundred Thousand Dollars (\$500,000.00) in additional Fuel Farm Lease Combined Rent Credits.

*Section 7. Completion Certificate.* Section 5.9(a) of the Original Phase I Lease is hereby amended to delete in its entirety such provision as originally set forth in the Original Phase I Lease and to replace it with the following:



(a) Immediately after the Completion Date for the Tenant Infrastructure Improvements, the Tenant shall deliver to the City a Completion Certificate (the "Completion Certificate"), in form and substance satisfactory to the City, signed by the Authorized Tenant Representative certifying: (i) that all insurance required under this Lease has been obtained; (ii) that all construction has been completed in accordance with the provisions of this Lease and the Tenant Infrastructure Improvements Design Plans and changes, if any, approved by the City; (iii) as appropriate, that as of the Completion Date specified in the Completion Certificate (the "*Completion Date*"), the Tenant Infrastructure Improvements have been completed and placed in service and all amounts payable with respect to the construction of the Tenant Infrastructure Improvements has been paid or will be paid by a specified date; and (iv) such other matters reasonably required by the City.

*Section 8. Order of Leasing and Development of Phase II Leased Premises and Phase III Leased Premises.* Section 4.14 of the Original Lease is hereby amended to delete in its entirety such provision as originally set forth in the Original Phase I Lease and to replace it with the following:

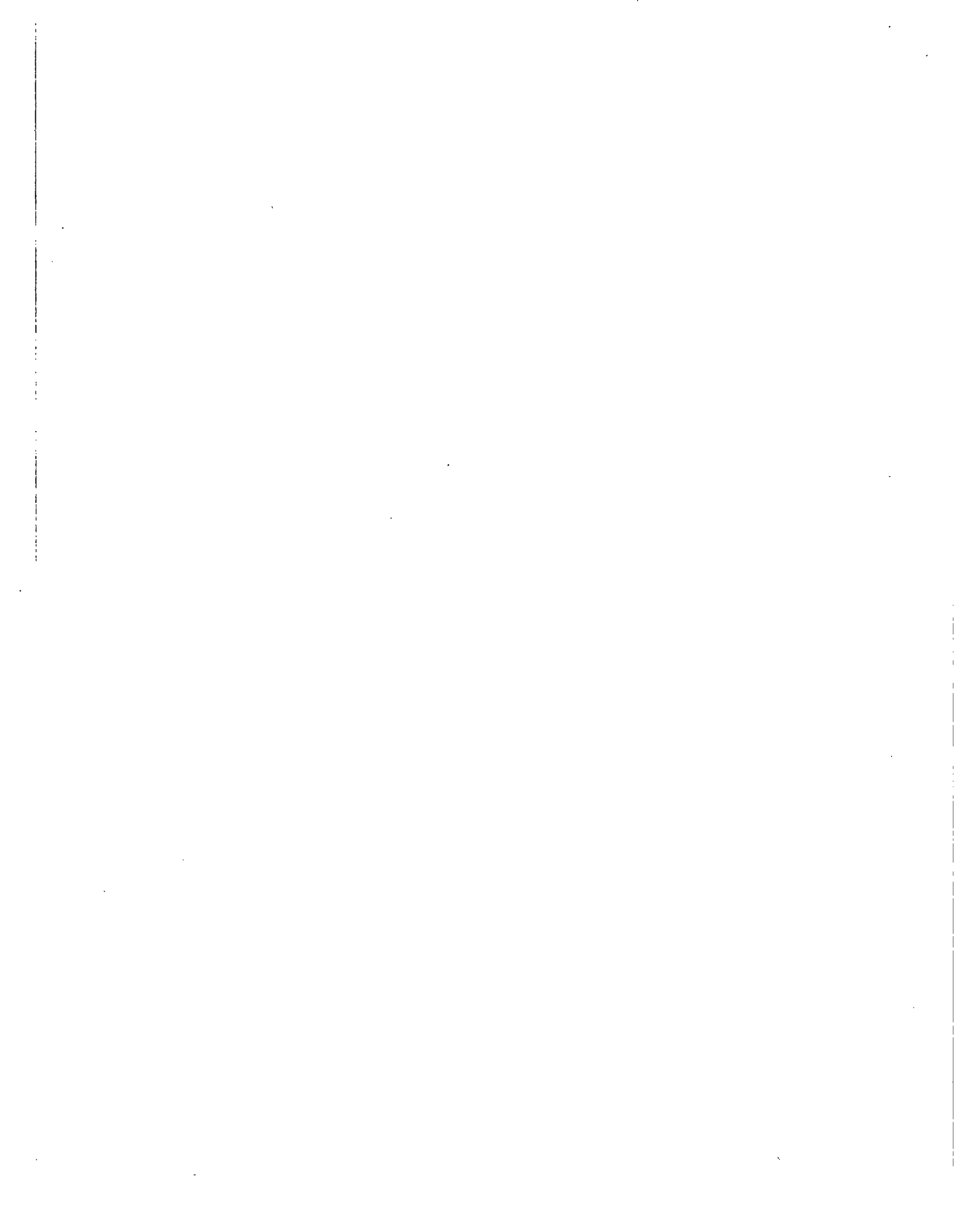
*Section 4.14.* [Intentionally Omitted].

*Section 9. Insurance.* Section 7.2 of the Original Phase I Lease is hereby amended to delete in its entirety such provision as originally set forth in the Original Phase I Lease and to replace it with the following:

*Section 7.2. Insurance Coverage Required.* The Tenant, Contractors and Cargo Facility Space Tenants must provide and maintain at Tenant, Contractors and Cargo Facility Space Tenants own expense, or cause to be maintained, during the Term of this Lease and on any earlier date the Tenant, Contractors, and Cargo Facility Space Tenants are permitted to enter onto the Leased Premises, and until each and every obligation of the Tenants, Contractors and Cargo Facility Space Tenants contained in this Lease has been fully performed (including any time period following the Termination Date if the Tenant, Contractors and Cargo Facility Space Tenants are required to return to the Leased Premises and perform any additional work), the insurance coverages and requirements specified below, insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois.

(a) *Insurance to be provided by Tenant.* During the Term of this Lease, the Tenant must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation, as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each



accident, illness or disease. The Tenant will not be required to obtain such coverage as long as it does not have employees.

(ii) *Commercial General Liability* (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: all premises and operations, products/completed operations, independent contractors, separation of insured, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent).

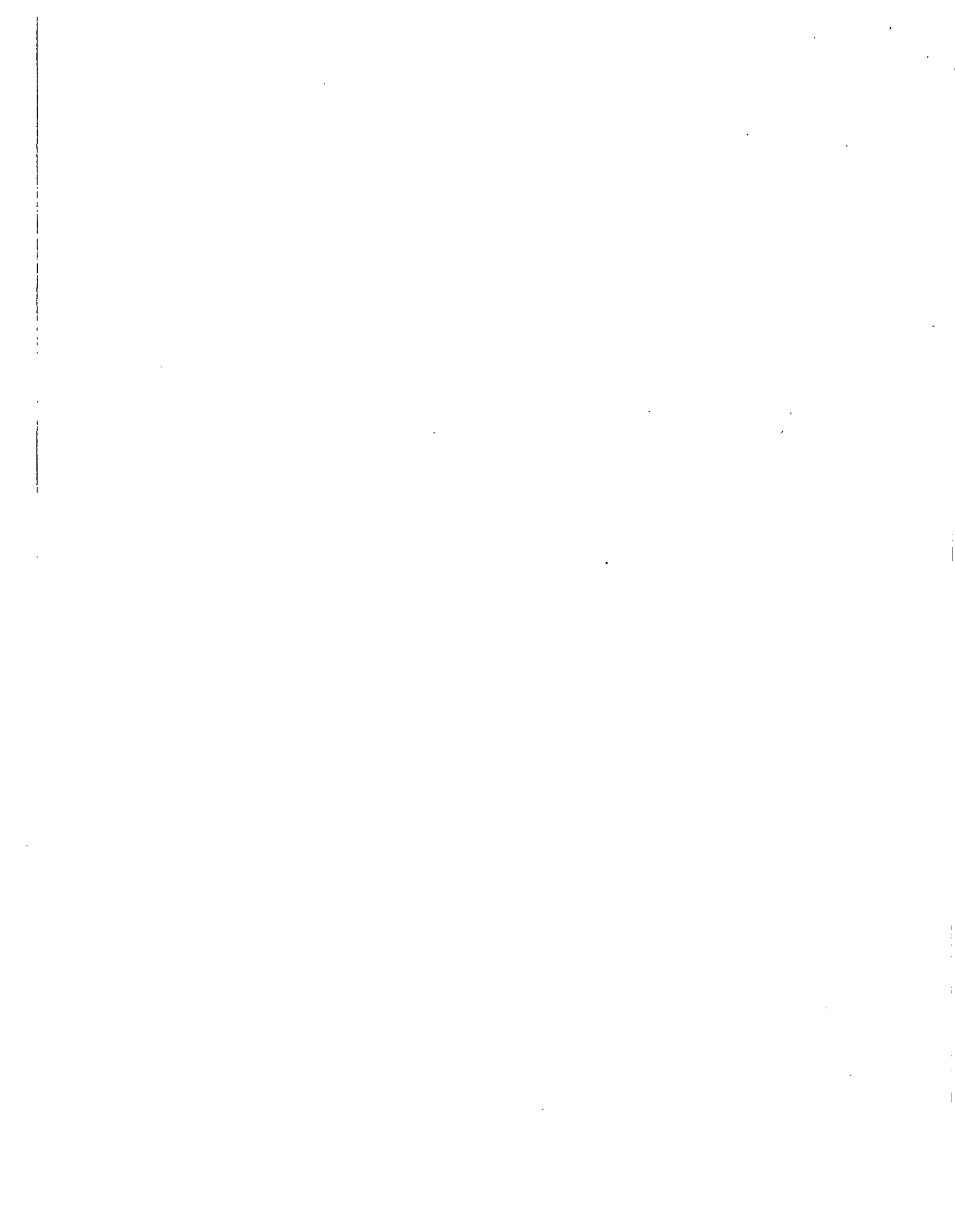
The City and its managers, members, officers, and agents and employees shall be named as an additional insured under the policy. Such additional insured status shall be provided on ISO form CG 2038 or a similar additional insured form or a blanket endorsement providing additional insured status when required by written contract. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(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 Tenant must provide Automobile Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage including a MCS90 endorsement, when applicable.

(iv) *Pollution Legal Liability*. Pollution Legal Liability Insurance must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of services with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include contractual liability, defense, environmental cleanup, remediation and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work in connection with the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named in the policy as an additional insured.

(v) *Property*. The Tenant must obtain All Risk Property Insurance at full replacement cost, covering all loss or damage to the Leased Premises and other property, including improvements and betterments. Coverage must include but shall not be limited to the following: extra expense, water including leakage, overflow, sewer backup and seepage, collapse, boiler and machinery, earthquake and flood. The City is to be named in the policy as a loss payee, as its interests may appear. The Tenant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by the Tenant. The Tenant is responsible for all loss or damage to the Improvements and to any of the Tenant's property at full replacement cost.





(vi) *Business Interruptions.* The Tenant must obtain and maintain or cause to be obtained or maintained "use and occupancy" insurance or "business interruption" insurance covering the loss of revenues by reason of the total or partial suspension of or interruption in the operation of the Cargo Facility caused by damage to or destruction of the Cargo Facility in an amount not less than the amount required to meet the Combined Rent for a period of not fewer than two years. The City is to be named in the policy as a loss payee with respect to the Tenant's Business Interruption insurance, as their interests appear.

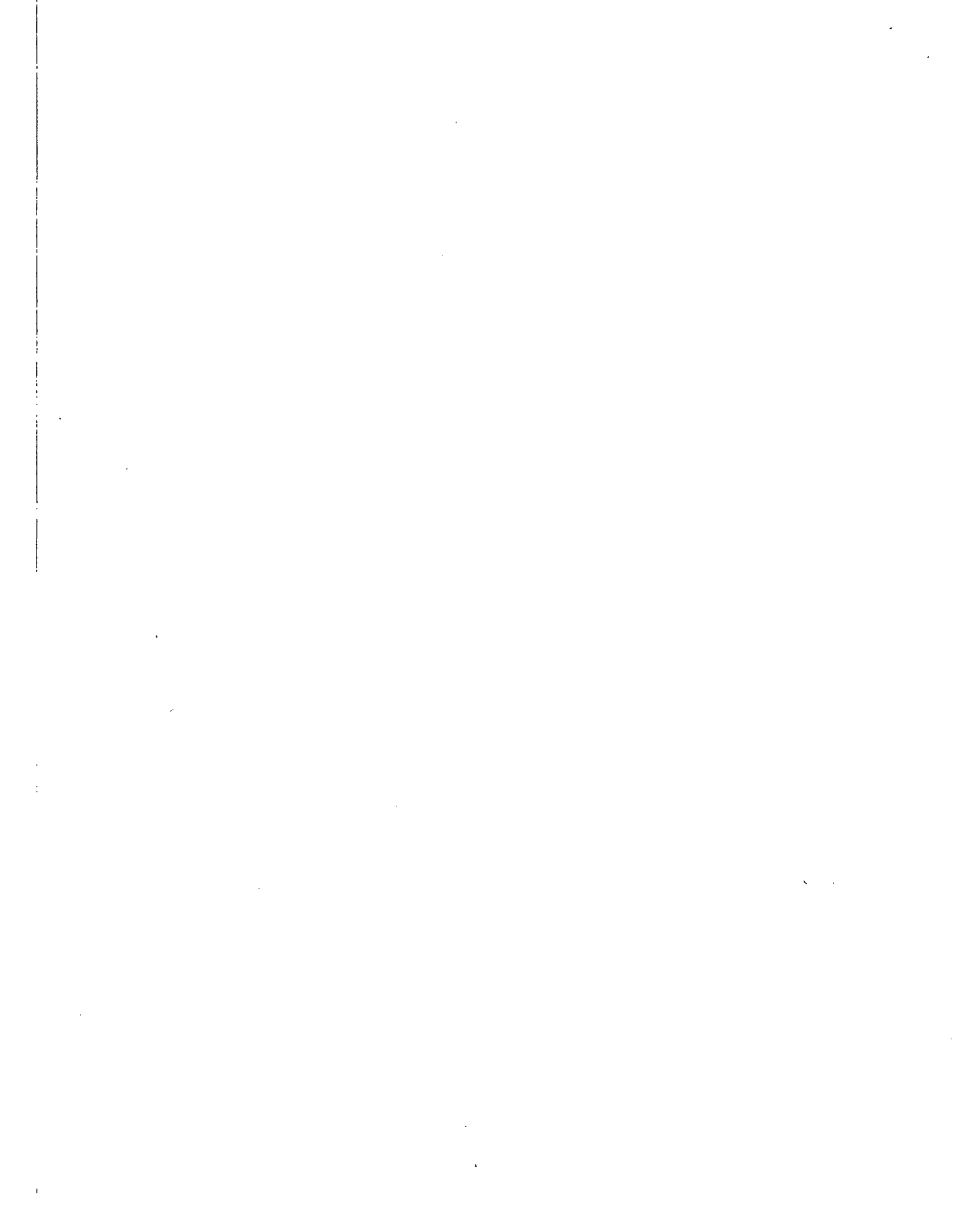
(b) *Insurance to be Provided During Construction.* During the Term of this Lease and while there is any construction at the Leased Premises, or with respect to the construction of the Tenant Infrastructure Improvements and the Cargo Facility the Contractor must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation, as prescribed by applicable law covering all employees who are to provide a service to the Property under this Lease and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, illness or disease.

(ii) *Commercial General Liability (Primary and Umbrella).* Commercial General Liability Insurance or equivalent with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, separation of insured, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees shall be named as an additional insured under the policy. Such additional insured status shall be provided on ISO form CG 2038 for ongoing operations and CG 2037 or equivalent after project completion or a similar additional insured form acceptable to the City. The additional insurance coverage must not have any limiting endorsements or language under the policy such as, but not limited to, Contractor's sole negligence or the Additional Insured's vicarious liability, except as stated in CG2038. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Subcontractors performing work for the Contractors must maintain limits of not less than Five Million Dollars (\$5,000,000) for access to the Airside and Two Million Dollars (\$2,000,000) for access to the Landside, and otherwise containing the same terms as set forth in this Section 7.2(b)(ii).



(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 Contractors must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage, including an MCS90 endorsement, when applicable. The City is to be named as an additional insured on a primary non-contributory basis.

Subcontractors performing work for the Contractors must maintain limits of not less than Five Million Dollars (\$5,000,000) for access to the Airside and Two Million Dollars (\$2,000,000) for access to the Landside, and otherwise containing the same terms as set forth in this Section 7.2(b)(iii).

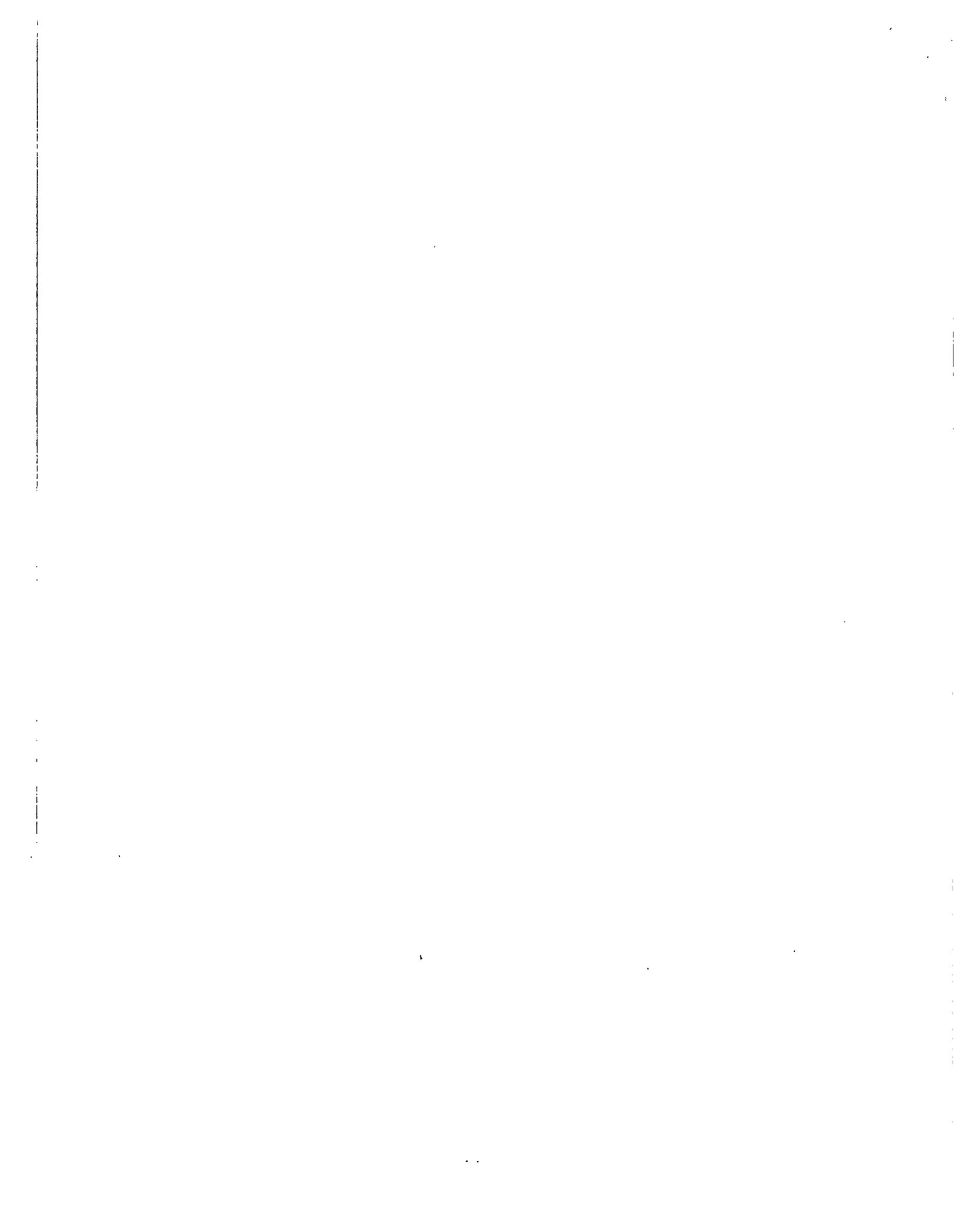
(iv) *Builder's Risk*. The Contractor or the Tenant must provide All Risk Builder's Risk Insurance at replacement cost of the Improvements. The policy must include but not be limited to 1) coverage for all materials, equipment, machinery, fixtures, and labor, reasonable overhead and profit, and forms, form work and temporary structures to be "used up" in the construction, 2) coverage for loss arising out of testing, including "hot" testing, resulting damage arising out of error or omission in design, plans or specifications, and resulting damage arising out of faulty or defective workmanship or materials, freezing, and collapse coverage, 3) permission for use or occupancy of the Leased Premises while insured by the policy, 4) off-premises utility interruption and changes in ordinances or laws and resulting increased cost of construction, 5) off-premises storage of materials, materials in-transit to the job-site and extra expense, 6) flood and earthquake coverage and 7) debris removal. The City is to be included as a loss payee as its interests may appear.

The Contractors are responsible for all loss or damage to personal property (including, but not limited to, material, equipment, tools and supplies) owned, rented or used by the Contractor.

The Contractors are responsible for all loss or damage to the City's property at full replacement costs that results from the work.

(v) *Professional Liability*. When any architects, engineers, construction/project managers or other professional consultants perform work for the Property subject to this Lease, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000). When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) *Valuable Papers*. The Tenant will obtain and maintain Valuable Papers Insurance when any plans, designs, drawings, specifications and



documents are produced or used under this Lease and owned by the Tenant, Valuable Papers Insurance shall be maintained in an amount to insure any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

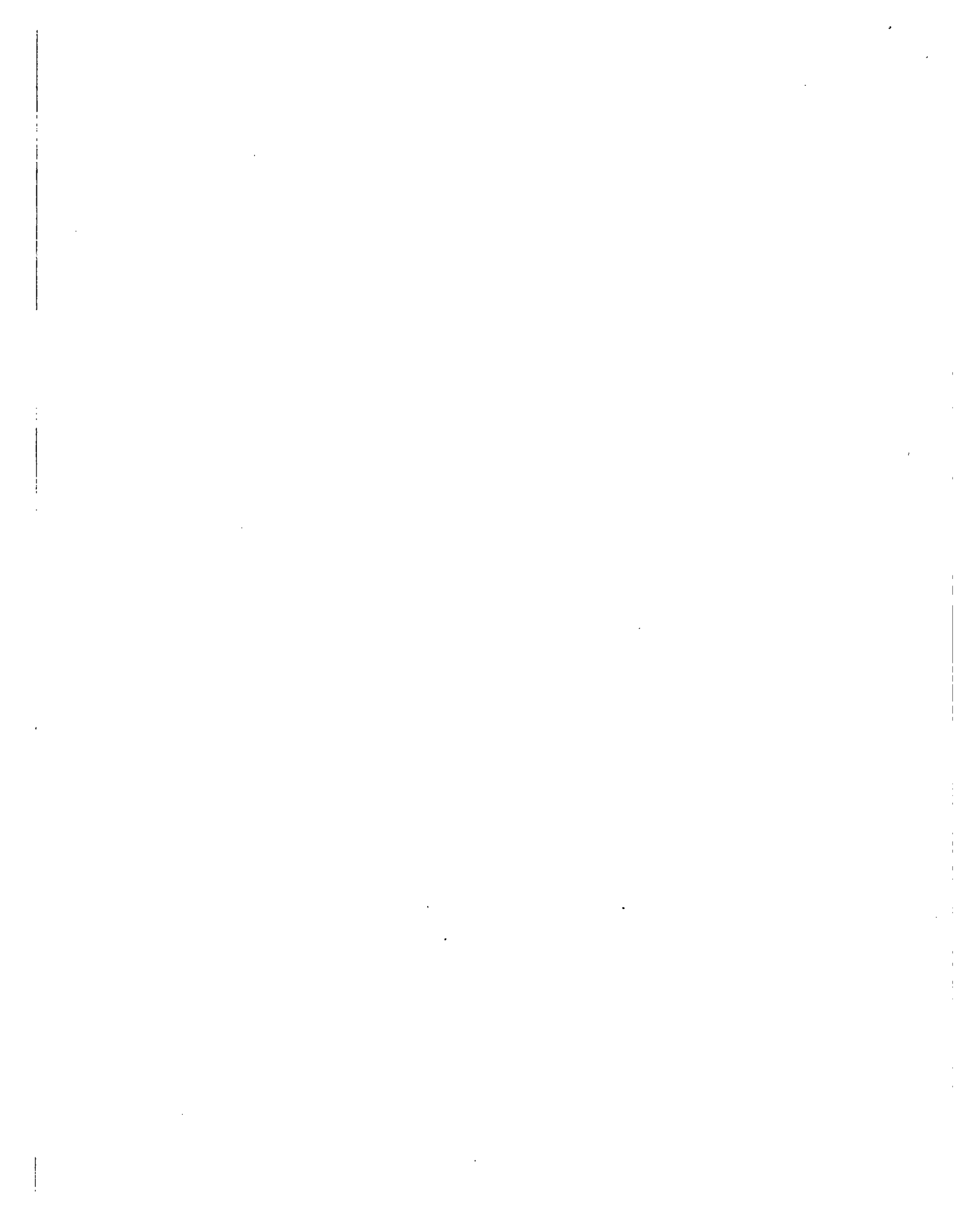
(vii) *Contractors Pollution Liability.* When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from work performed with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include underground storage tanks, 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 under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as additional insured.

(c) *Insurance to be Provided by Cargo Facility Space Tenants.* During the Term of this Lease, and while there are Cargo Facility Space Tenants operating or occupying any portion of the Cargo Facility under Cargo Facility Space Leases or otherwise, each Cargo Facility Space Tenant must obtain the following insurance:

(i) *Workers Compensation and Employers Liability.* Workers Compensation Insurance, as prescribed by applicable law covering all employees of the Cargo Facility Space Tenants who are to provide a service to the property subject to the Cargo Facility Space Leases and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, illness or disease.

(ii) *Commercial General Liability (Primary and Umbrella).* Commercial General Liability Insurance or equivalent with limits of not less than: (A) Two Hundred Million Dollars (\$200,000,000) per occurrence for bodily injury, personal injury, and property damage liability for Cargo Facility Space Tenants operating aircraft at the Airport; and (B) Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, personal injury and property damage liability for Cargo Facility Space Tenants not operating aircraft at the Airport. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and its managers, members, officers, and agents and employees be named as an additional insured under the policy. Such additional insured status shall be provided on CG 2038 or a similar additional insured form. Cargo Facility Space Tenants liability insurance shall be primary without right of



contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) *Automobile Liability (Primary and Umbrella).* When any motor vehicles (owned, non-owned and hired) are used in connection with this Lease, the Cargo Facility Space Tenants must provide Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage.

(iv) *Personal Property.* The Cargo Facility Space Tenants are responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by Cargo Facility Space Tenants.

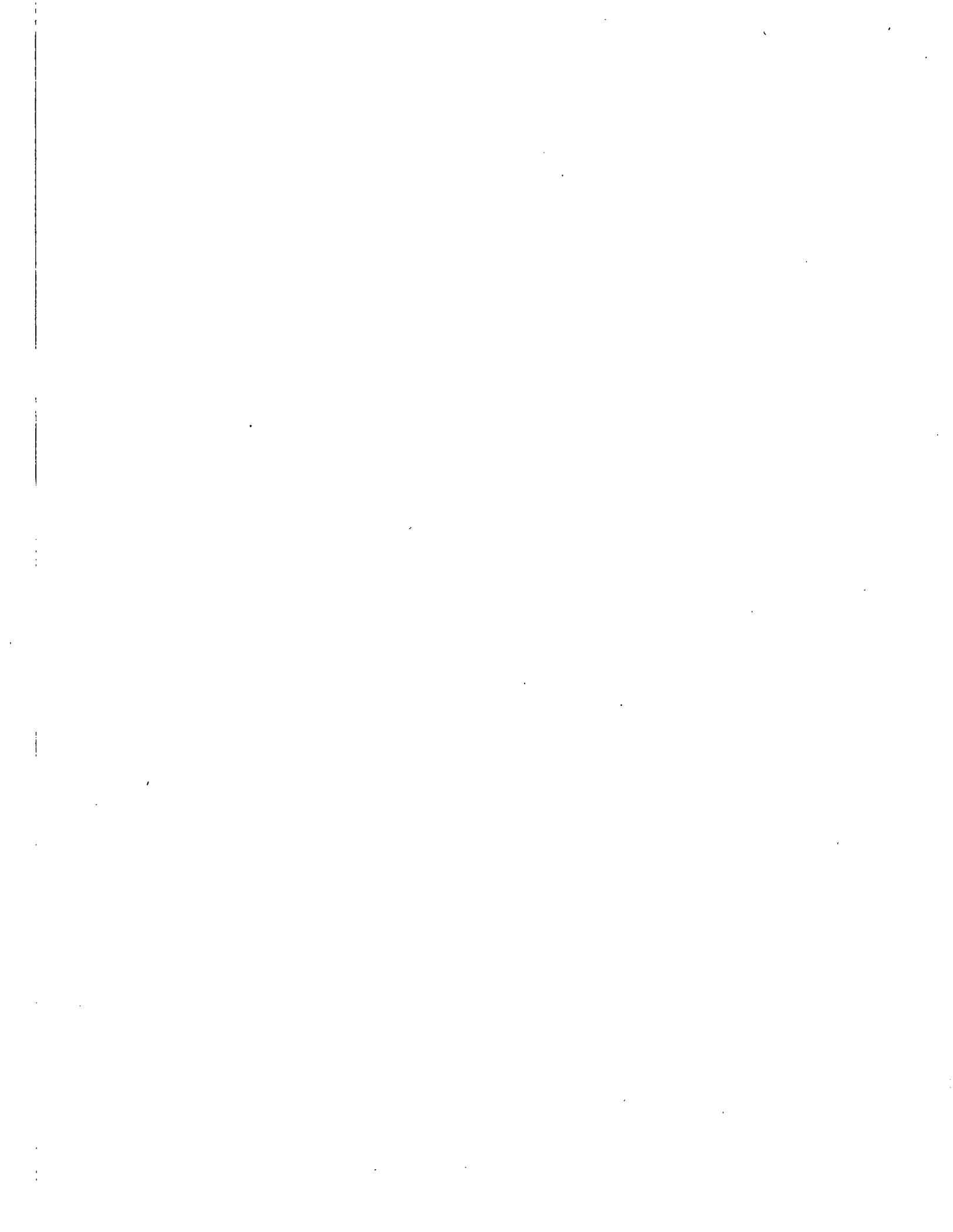
*Section 10. Amendments to Section 7.3 of the Original Phase I Lease.* Section 7.3 of the Original Phase I Lease is hereby amended to delete Section 7.3 in its entirety and to replace it with the following:

*Section 7.3. Other Provisions.*

(a) The Tenant and the Contractors must furnish the City, the Department of Finance, Risk Management Office, 333 South State Street, Room 400, Chicago, Illinois 60604, and the Department of Aviation, Real Estate and Finance Division, O'Hare Airport, 10510 West Zemke Road, Chicago, Illinois 60666, original Certificates of Insurance and all applicable endorsements evidencing the required coverage to be in force on the date of this Lease, and renewal certificates of insurance and endorsements, or such similar evidence, if the coverages have an expiration or renewal date during the term of this Lease. The Tenant and the Contractors must submit evidence of insurance on the Insurance Certificate of Coverage Form, a copy of which form is attached hereto as *Exhibit F* (or other equivalent form) upon its execution of this Lease. The receipt of any certificate does not constitute an agreement by the City that the insurance requirements in the Lease have been fully met, or that the insurance policies indicated on the certificate are in compliance with all requirements set forth in this Lease. The failure of the City to obtain certificates or other insurance evidence from the Tenant and the Contractors must not be deemed to be a waiver by the City of any requirements for the Tenant or the Contractors to obtain and maintain the specified coverages. The Tenant and the Contractors must advise all insurers of the provisions of this Lease relating to required to insurance coverages. Non-conforming insurance must not relieve the Tenant and the Contractors of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the City retains the right to stop work until the proper evidence of insurance is provided or terminate this Lease as provided in Article 9 of this Lease.

(b) The Tenant must provide 60 days prior written notice to be given to the City and the Contractors must provide 30 days written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed (10 days if cancellation is due to non-payment of premium).





(c) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Tenant and each of the Contractors.

(d) The Tenant hereby waives and agrees to require its insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Contractors will also be required to waive their rights of recovery against the City, its employees, elected officials, agents and representatives and will require their insurers to waive subrogation rights or give their respective insureds permission to waive their recovery rights in writing prior to a loss.

(e) The coverages and limits furnished by the Tenant and the Contractors in no way limit the Tenant's and Contractors' liabilities and responsibilities specified within this Lease or by law.

(f) If the Tenant maintains higher limits than the minimums shown above, the City requires, and shall be entitled to, coverages for the higher limits maintained by the Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to the City.

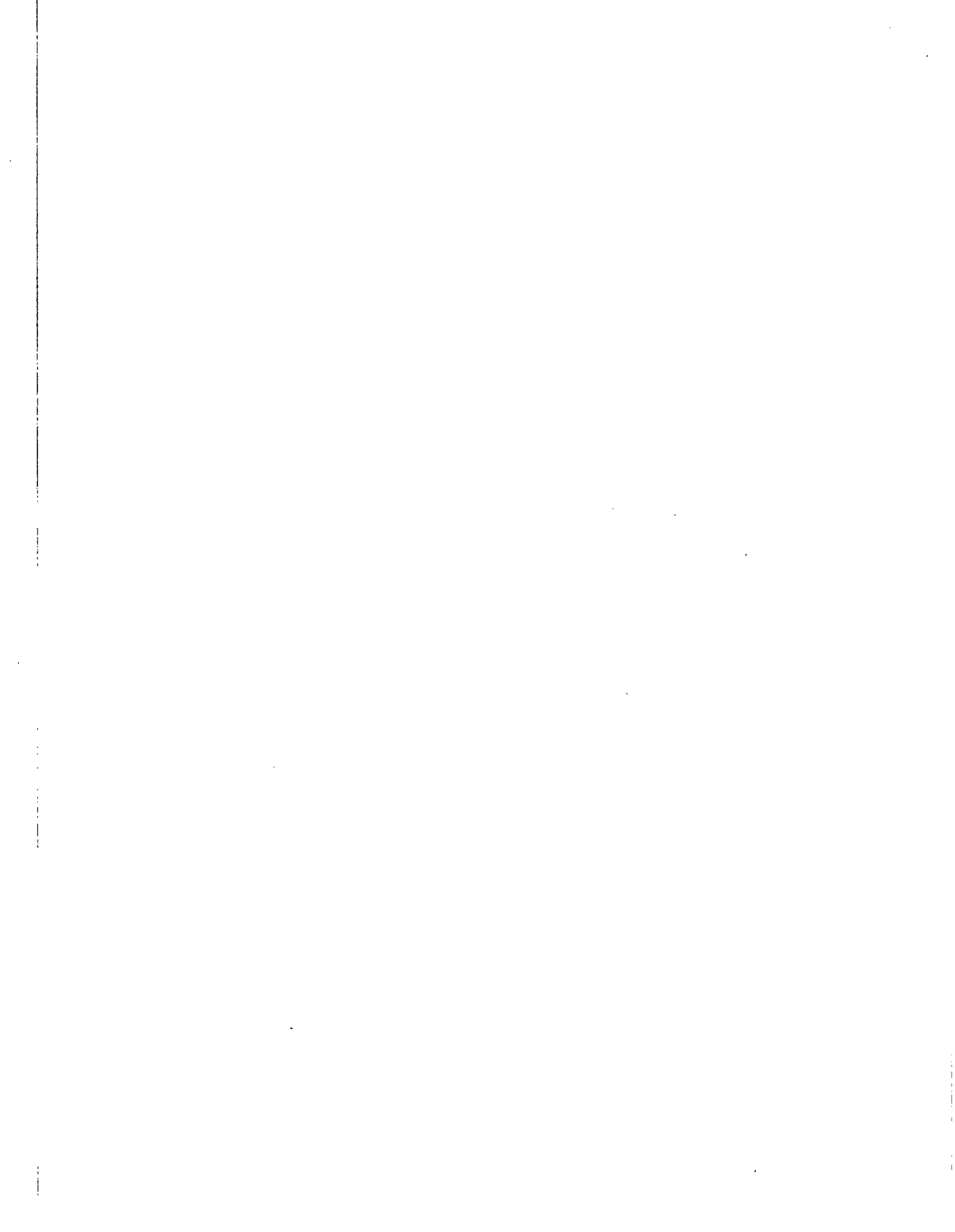
(g) Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Tenant and the Contractors under the Lease.

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

(i) If the Tenant or any of its Contractors are a joint venture or limited liability company, the insurance policies must include the joint venture or limited liability company as a named insured.

(j) The Tenant and the Contractors must require all subcontractors to provide the insurance required herein, or the Tenant and the Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements of the Tenant and the Contractors unless otherwise specified in this Lease. The Tenant and the Contractors must ensure that the City is an additional insured on such insurance required from subcontractors, for which the additional insured status for the City is a specified requirement.

(k) If the Tenant and the Contractors or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.



(l) Notwithstanding any provision in this Lease to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change the insurance requirements set forth in this Lease, with reasonable prior notice to, and consent of, the Tenant (which consent will not be unreasonably withheld, conditioned or delayed); provided, however, no such modification, deletion, alteration or change shall increase the amount of insurance coverage required by this Lease.

*Section 11. Casualty Provisions.* Section 7.4(b)(ii) of the Original Phase I Lease is hereby amended to delete the reference to the term "Construction Escrow Agreement" and replace it with the term "Casualty Restoration Escrow Agreement".

*Section 12. City Notice Provisions.* Section 15.01(a) of the original Phase I Lease is hereby amended to delete Section 15.01(a) in its entirety and to replace it by the following:

(a) To the City to the attention of the following:

City of Chicago  
Office of Chief Financial Officer  
Room 700  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Financial Officer

with copies to:

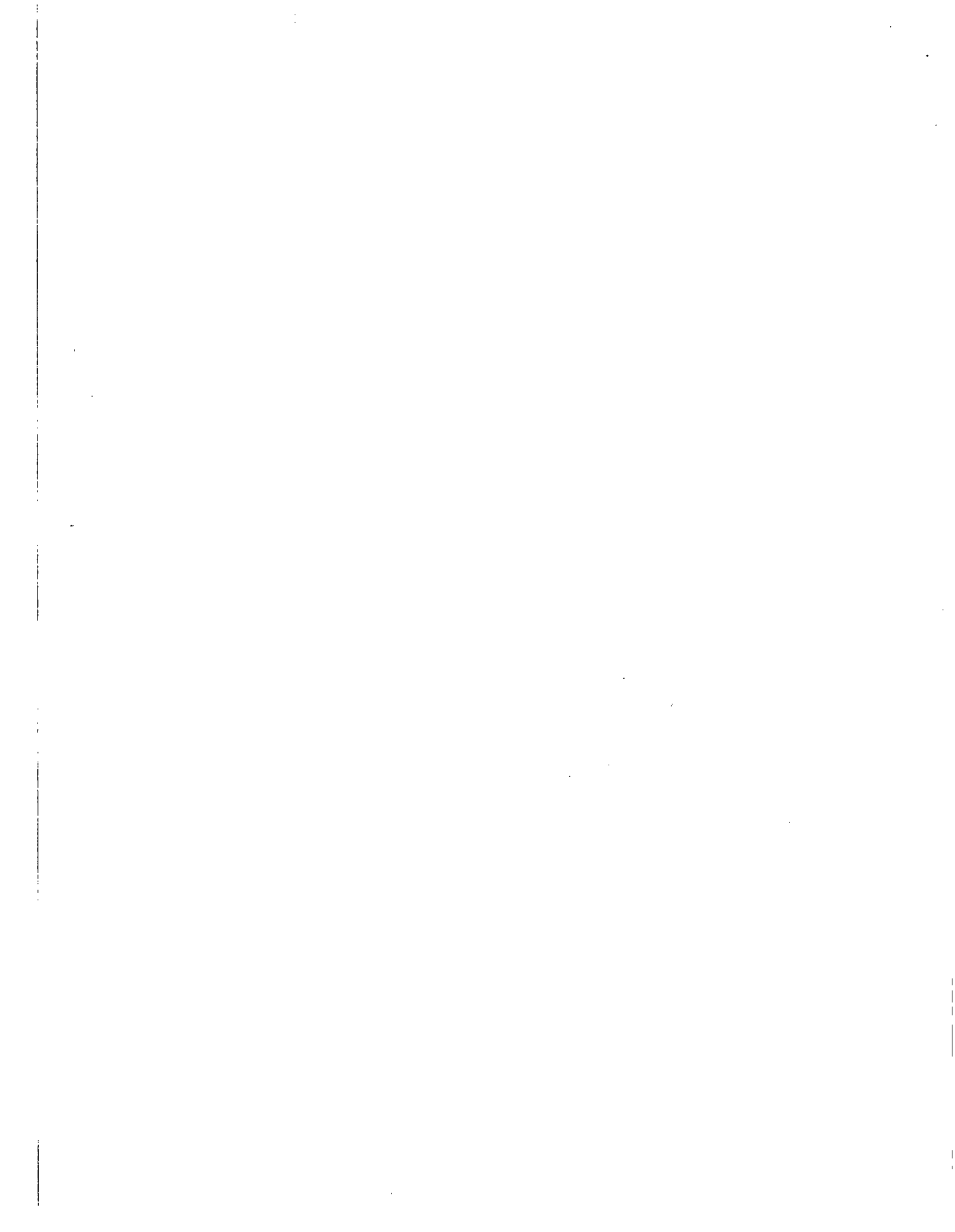
City of Chicago  
Department of Aviation  
10510 West Zemke Road  
Chicago, Illinois 60666  
Attention: Commissioner of Department of Aviation

and:

City of Chicago  
Department of Aviation  
10510 West Zemke Road  
Chicago, Illinois 60666  
Attention: Deputy Commissioner of Real Estate

and

City of Chicago  
Department of Law  
30 North LaSalle Street, Suite 1400



Chicago, Illinois 60602  
Attention: Deputy Corporation Counsel, Aviation, Environmental,  
Regulatory and Contracts Division  
Facsimile No.: 312-742-3832

*Section 13. Amendment of Phase I Leased Premises.* Exhibit A to the Original Phase I Lease is hereby amended to delete in its entirety Exhibit A as set forth in the Original Phase I Lease and to replace it with the Exhibit A attached to this Amendment.

*Section 14. Amendment of Exhibit B-1.* Paragraph 2(c) of Exhibit B-1 to the Original Phase I Lease is hereby amended to delete the term “*unavoidable*” in the second grammatical sentence of Paragraph 2(c) and replace it with the term “*unavailable*”.

*Section 15. Continuing Validity.* Except as expressly amended by this Amendment, the terms and provisions of the Original Phase I Lease, as modified hereby, are hereby ratified and reaffirmed by the Tenant and the City, and shall continue in full force and effect. The Tenant and the City agree that the Original Phase I Lease, as modified hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

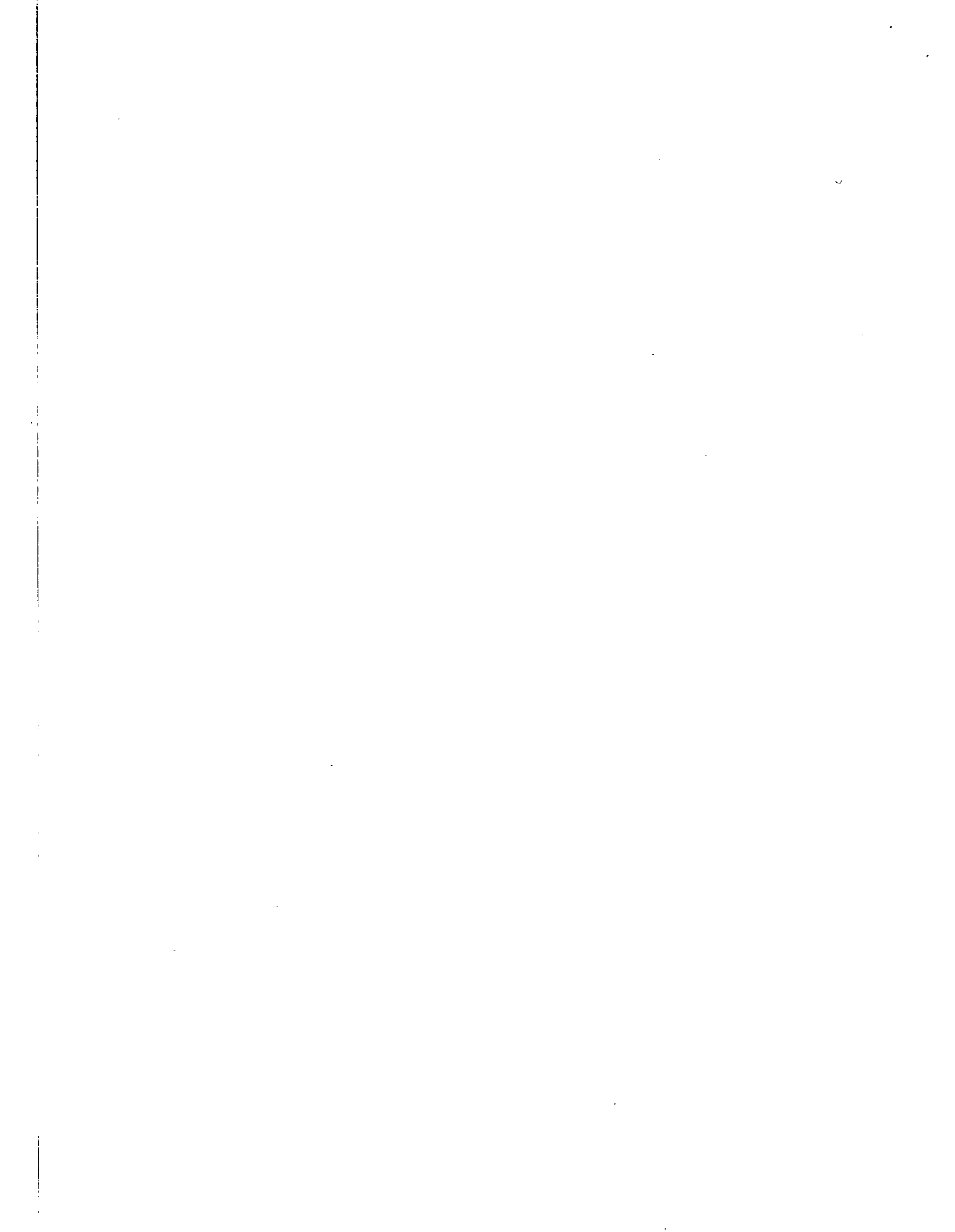
*Section 16. Representations and Warranties.* The Tenant represents and warrants to the City as follows:

(a) All of the representations and warranties of the Tenant set forth in the Original Phase I Lease remain in full force and effect as if made on the date of this Amendment; no event of default under the Amended Lease has occurred and is continuing; the Amended Lease may be enforced in accordance with their terms by the City against the Tenant; the Tenant claim no defense or counterclaim against the City in connection with the enforcement of the Amended Lease and have no other claim against the Lender; and all of the statements set forth in the "Recitals" herein above are true and correct.

(b) The Tenant has full power and authority to execute, deliver and perform this Amendment and any other documents and agreements executed herewith. This Amendment and any other documents and agreements executed herewith are the legal and binding obligations of the Tenant enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

(c) No litigation, investigation or governmental proceeding is pending or, to the knowledge of the Tenant, threatened against or affecting them in any way.

(d) The execution, delivery and performance of this Amendment and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which the Tenant is subject or any judgment, license, order or permit applicable to the Tenant or any indenture, mortgage, deed of trust or other instrument to which the Tenant is subject; and no consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance of this Amendment by the Tenant.



*Section 17. Miscellaneous.*

(a) Time. Time is of the essence of each provision of this Agreement.

(b) Survival. All representations and warranties of the parties contained in this Amendment will survive the execution and delivery of this Amendment.

(c) Binding Effect. This Amendment will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

(d) Severability. 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) Headings. The headings used in this Amendment are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

(f) Amendment. Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Ratification. This Amendment supersedes, in all respects, all prior written or oral agreements between the Tenant, and the Lender relating to the modification of the Original Phase I Lease and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

(h) No Joint Venture. Nothing contained in this Amendment or in the Original Phase I Lease will be construed to constitute the City as a joint venturer with the Tenant or to constitute a partnership with the Tenant.

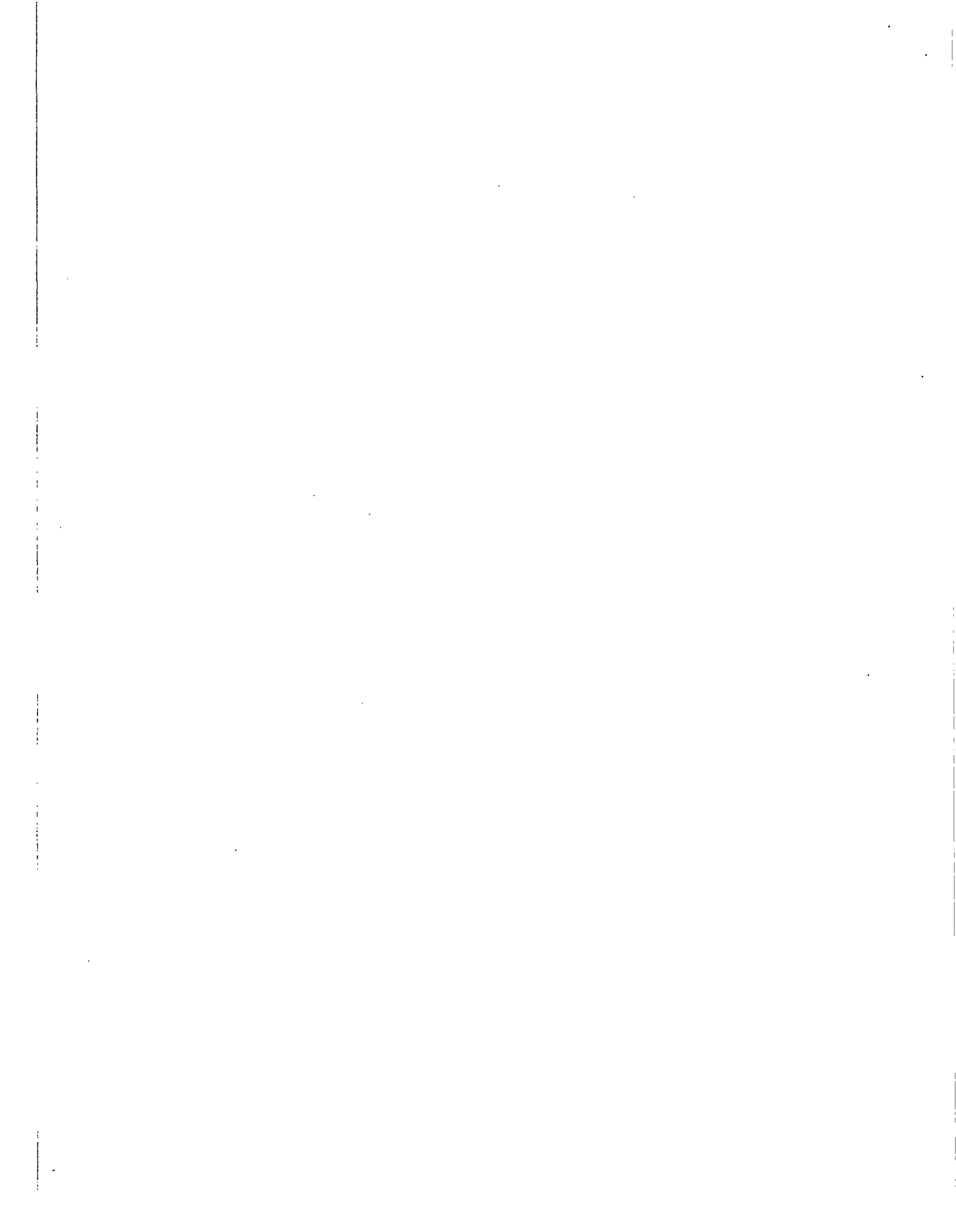
(i) Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Amendment or any amendments, exhibits or schedules hereto.

I (j) Counterparts: This Amendment may be executed in one or more counterparts, of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

(k) Applicable Laws. This Amendment shall be construed in accordance with the internal laws of the State of Illinois.

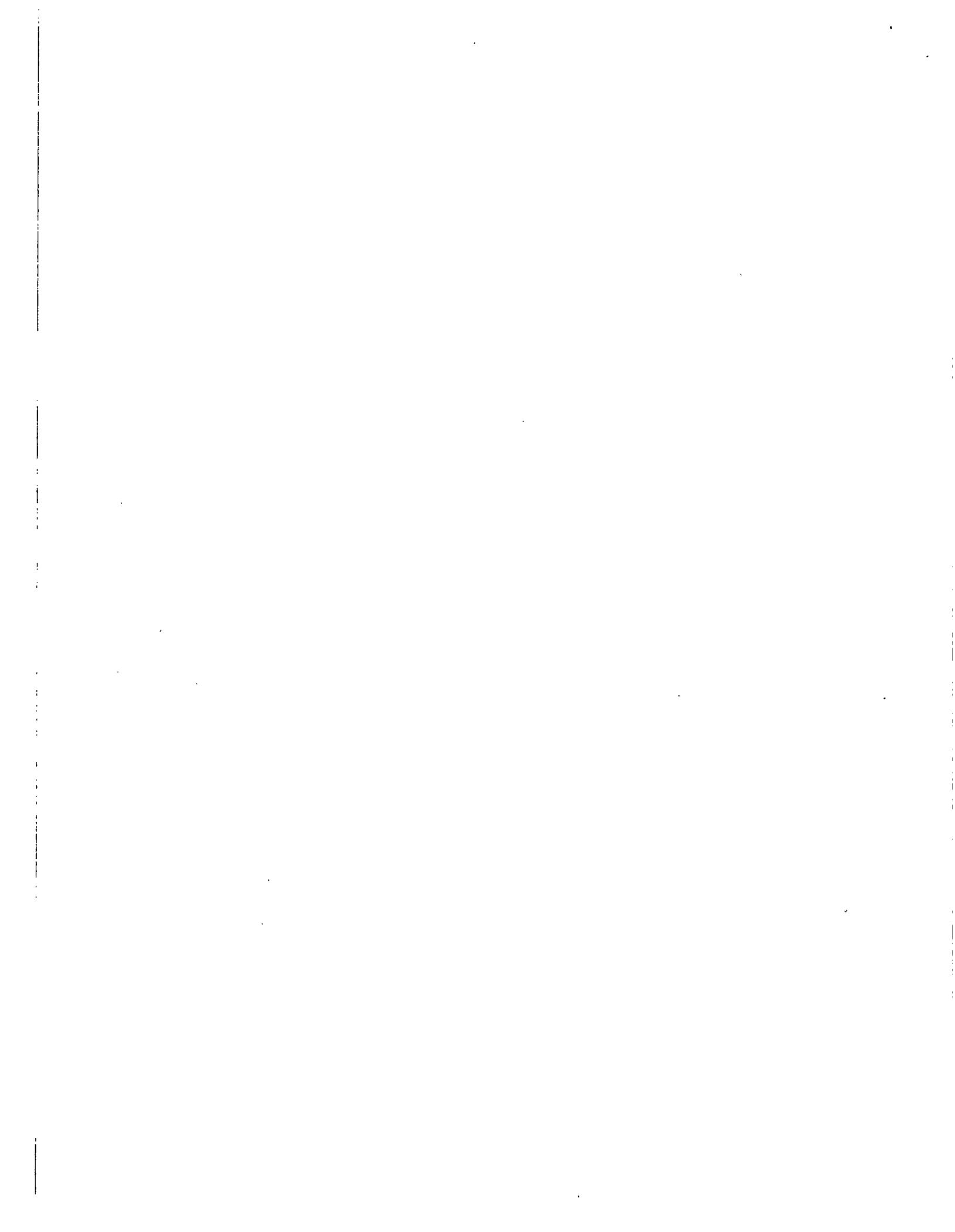
(l) Final Agreement. The Original Phase I Lease, as modified hereby, represents





the entire expression of the parties with respect to the subject matter hereof on the date this Amendment is executed. The Original Phase I Lease, as modified hereby, may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties. No modification, rescission, waiver, release or amendment of any of the provisions of this Amendment shall be made except by a written agreement signed by the City and the Tenant.

[ SIGNATURE PAGES TO FOLLOW ]



IN WITNESS WHEREOF, the City has caused this Amendment to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its constituent members and managing members.

CITY OF CHICAGO

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

ATTEST:

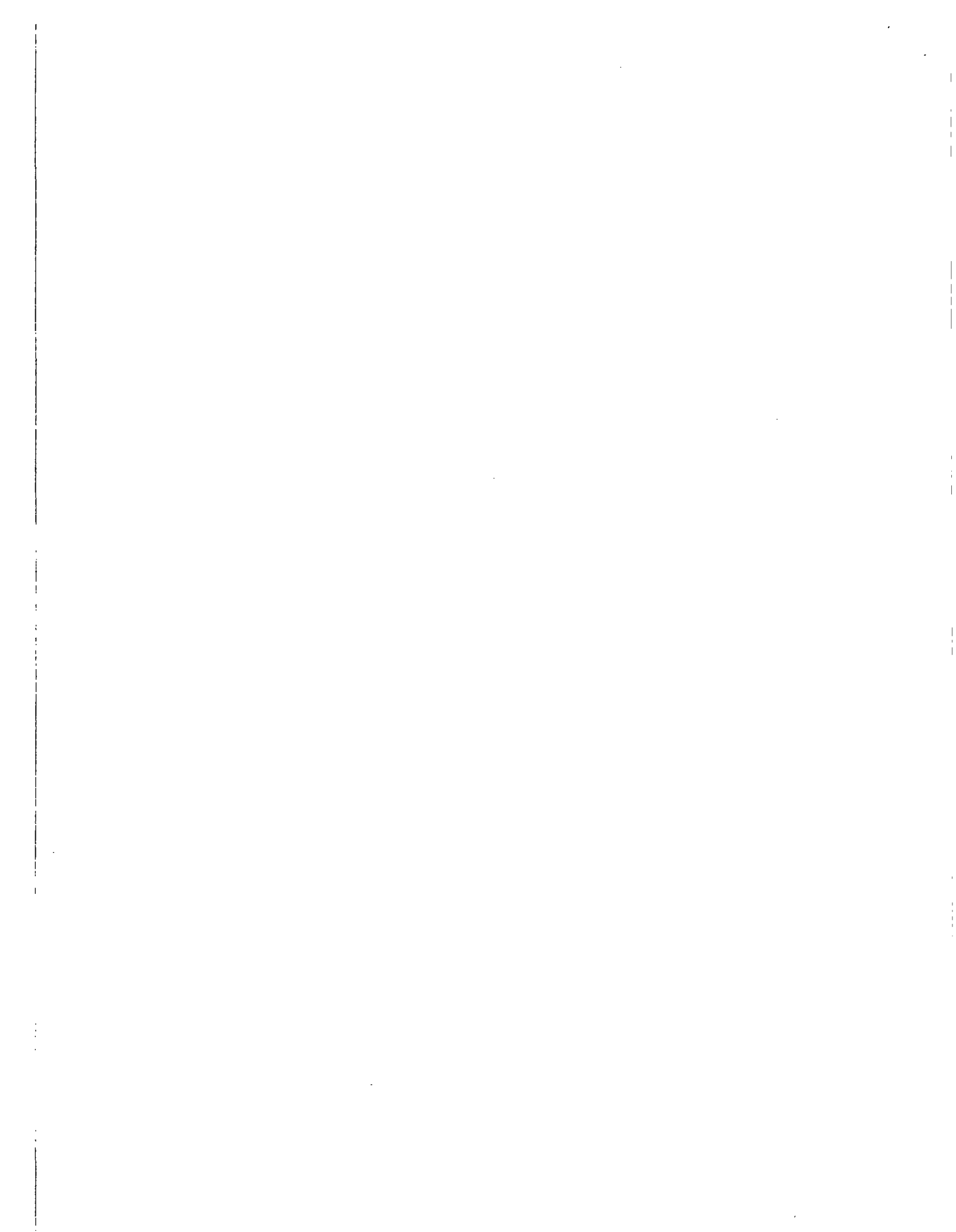
By: \_\_\_\_\_  
City Clerk  
(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO  
IS RECOMMENDED BY THE COMMISSIONER OF THE  
CHICAGO DEPARTMENT OF AVIATION

By: \_\_\_\_\_  
Commissioner of the Chicago  
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Chief Assistant Corporation Counsel



Illinois agent for service of process:

Name: CT Corporation System  
Address: 208 South LaSalle Street  
Suite 814  
Chicago, Illinois 60604

AERO CHICAGO, LLC, a Delaware limited  
liability company

By: NE CARGO CHICAGO, LLC  
Its Managing Member

By: CALEAST AIR CARGO  
INVESTORS, LLC  
Its Managing Member

By: CALEAST INDUSTRIAL  
INVESTORS, LLC  
Its Sole Member

By: \_\_\_\_\_  
Name: John Saer  
Title: President

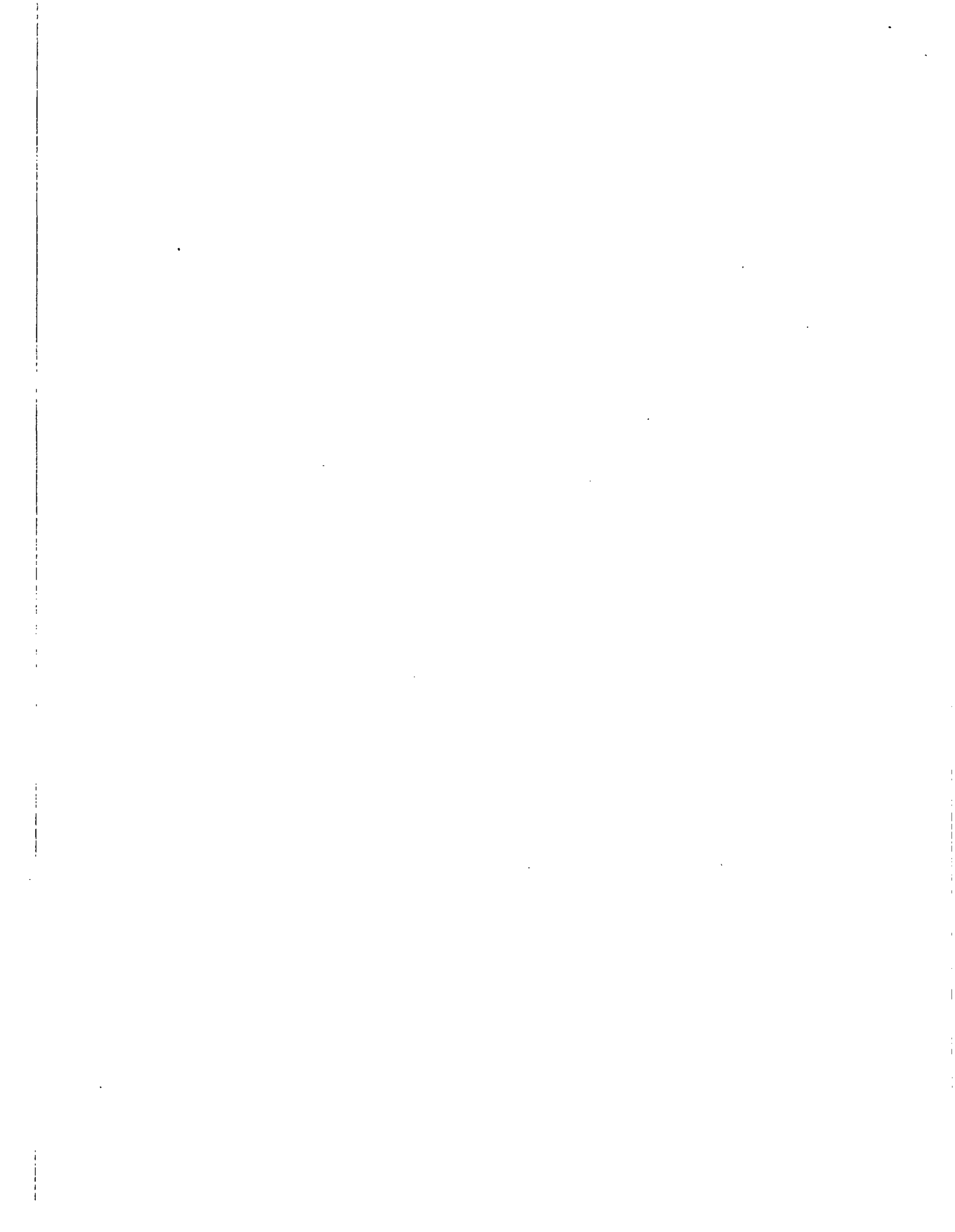


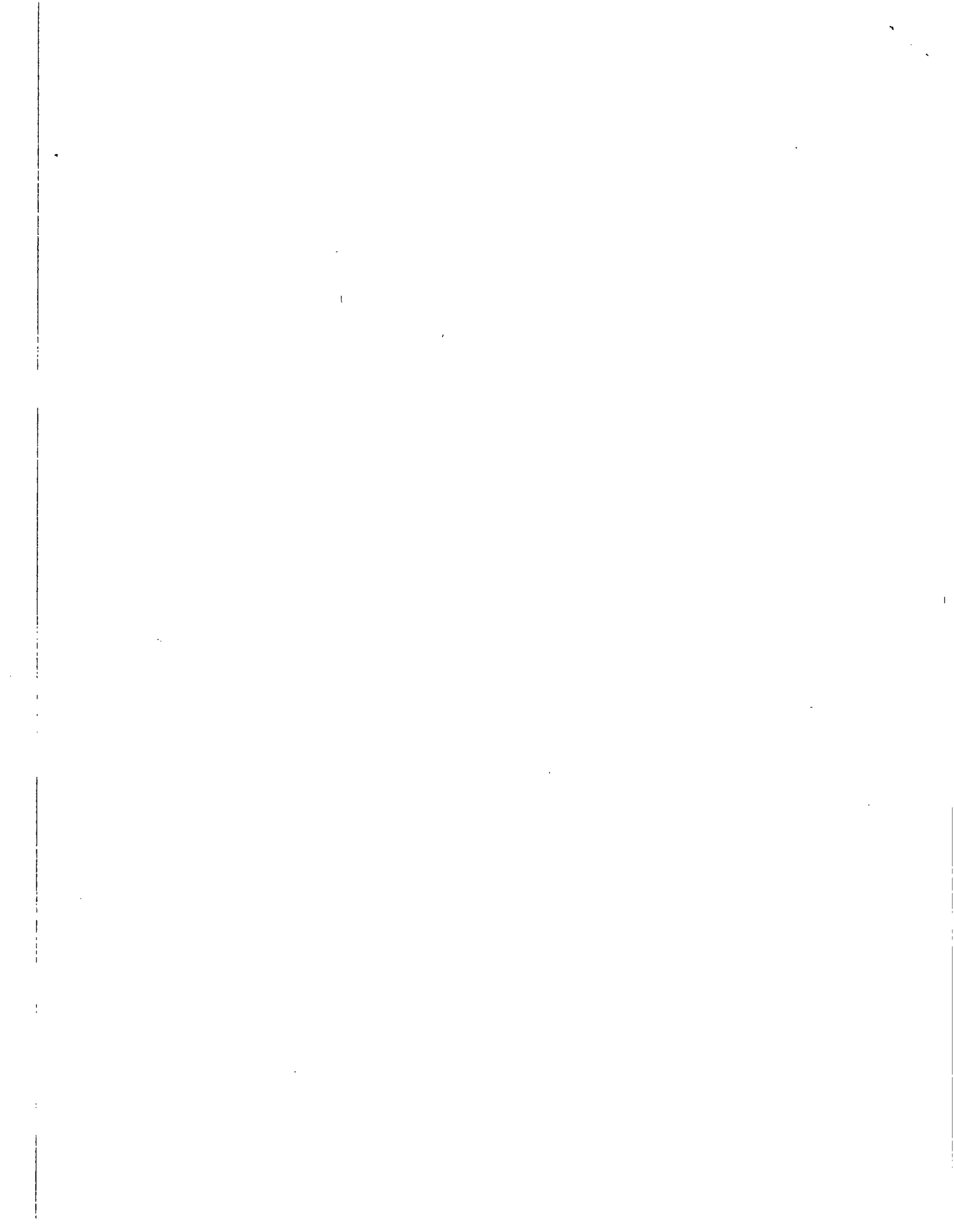
EXHIBIT A TO  
AMENDMENT TO AERO CHICAGO, LLC  
PHASE I CARGO FACILITY LEASE

LEGAL DESCRIPTION OF PHASE I LEASED PREMISES

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT NUMBER 0628327021, SAID POINT OF COMMENCEMENT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 00° 15' 53" EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, A DISTANCE OF 263.07 FEET TO A BEND POINT, SAID BEND POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00° 20' 59" EAST, ALONG SAID WEST LINE OF LOT 2, ALSO BEING ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32 AND THE SOUTHERLY EXTENSION OF SAID LINES, 2764.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 42' 17" EAST, 173.78 FEET; THENCE SOUTH 00° 16' 36" EAST, 745.68 FEET; THENCE SOUTH 89° 46' 51" WEST, 1.58 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 48.42 FEET, 75.99 FEET, ARC, (CHORD BEARING SOUTH 44° 44' 34" WEST, 68.43 FEET, CHORD), TO A POINT OF TANGENCY; THENCE SOUTH 89° 42' 17" WEST, 1468.37 FEET; THENCE SOUTH 08° 50' 30" EAST, 1.59 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 141.58 FEET, 102.45 FEET, ARC, (CHORD BEARING SOUTH 60° 25' 46" WEST, 100.23 FEET, CHORD); THENCE SOUTH 89° 42' 17" WEST, ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED COURSE, 222.72 FEET; THENCE NORTH 50° 47' 24" WEST, 406.98 FEET; THENCE NORTH 39° 12' 36" EAST, 693.57 FEET; THENCE NORTH 89° 42' 17" EAST, 1588.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.





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

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Aero Chicago, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_  
OR

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party:

c/o GI Partners, 188 The Embarcadero  
Ste 700, San Francisco, CA 94105

C. Telephone: 415-688-4818 Fax: 415-688-4801 Email: tony@gipartners.com

D. Name of contact person: Tony P Lin

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

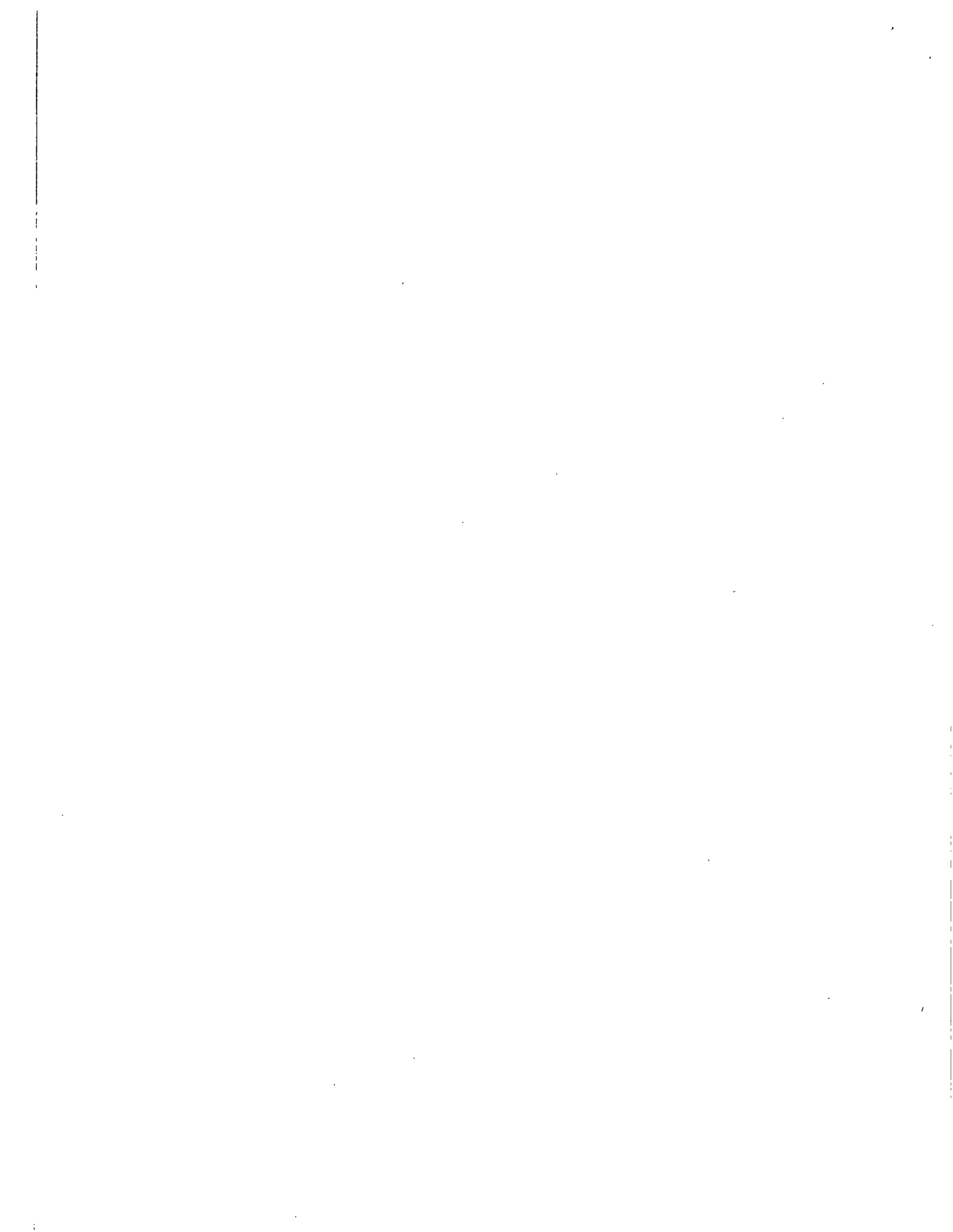
F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Cargo Facility Phase I Lease amendment - O'Hare Northeast Air Cargo Development

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_



**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

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

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity.

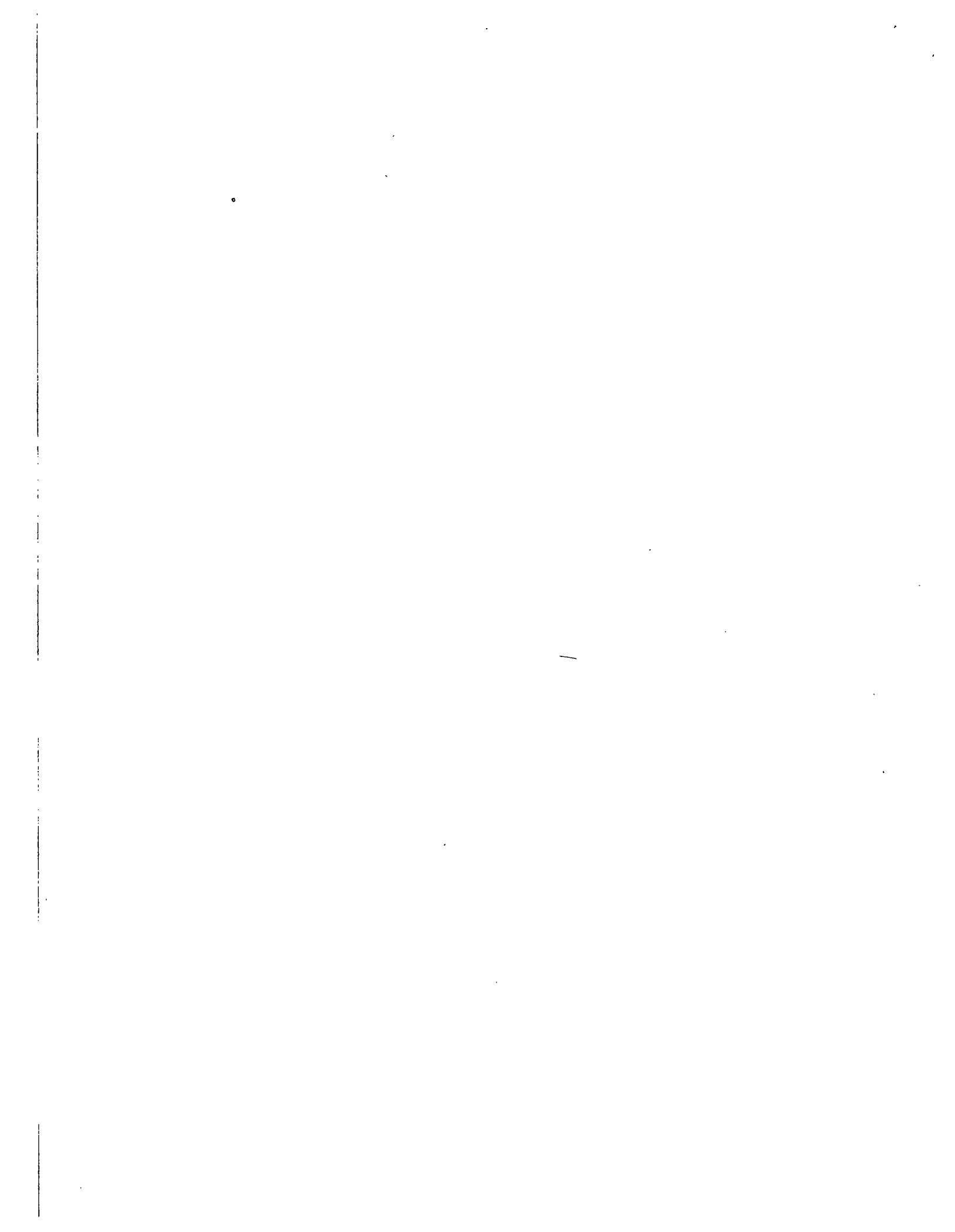
**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Richard A. Magnuson	Chairman
John K. Saer, Jr.	President
Tony P. Lin	Senior Vice President
George Psaras, Jr.	Senior Vice President
NE Cargo Chicago, LLC	Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
NE Cargo Chicago, LLC	c/o GI Partners 188 The Embarcadero, Ste 700 San Francisco, CA 94105	99%

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**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes                       No

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

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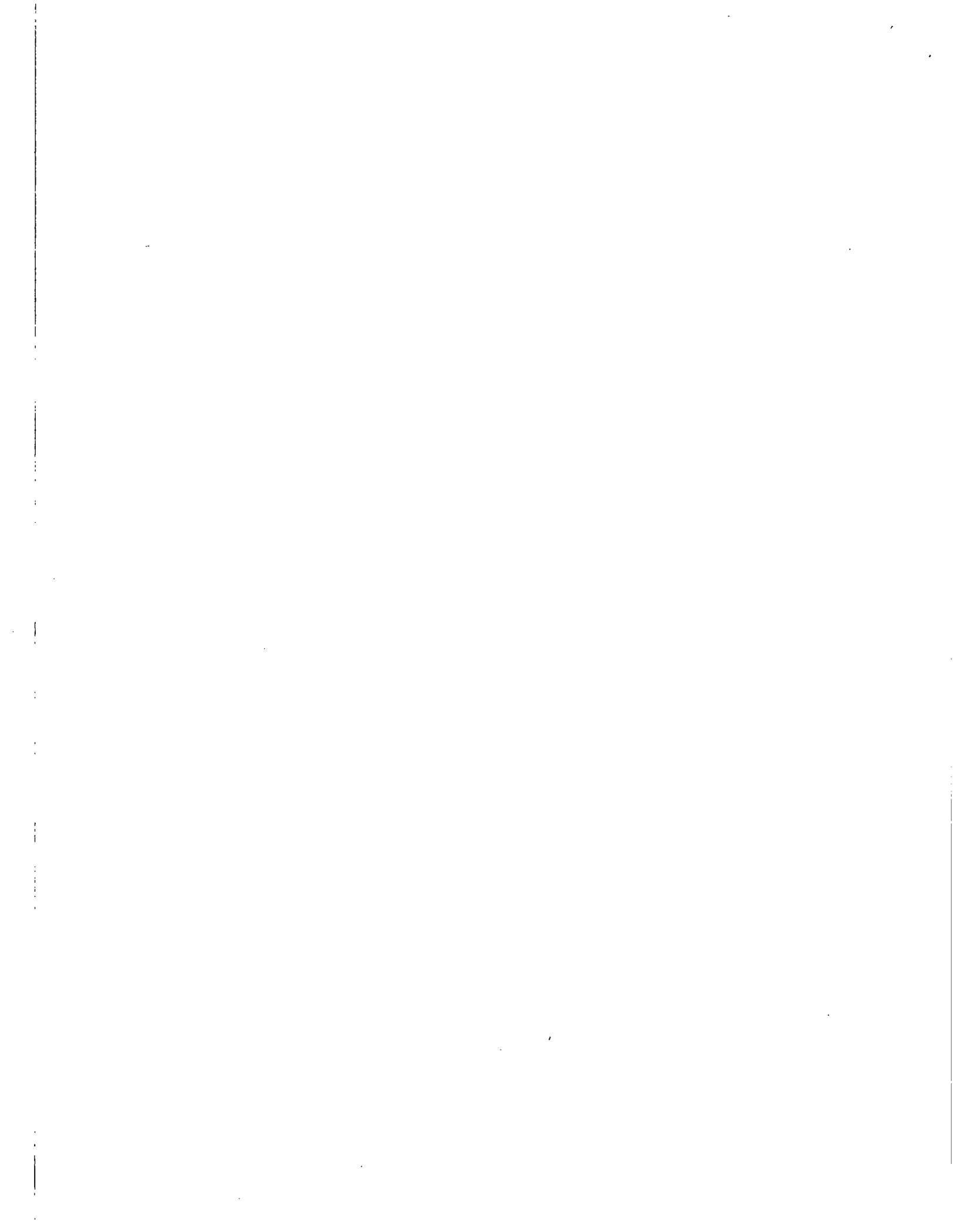
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**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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Please see attached sheet

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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes                     
 No                     
 No person directly or indirectly owns 10% or more of the Disclosing Party.

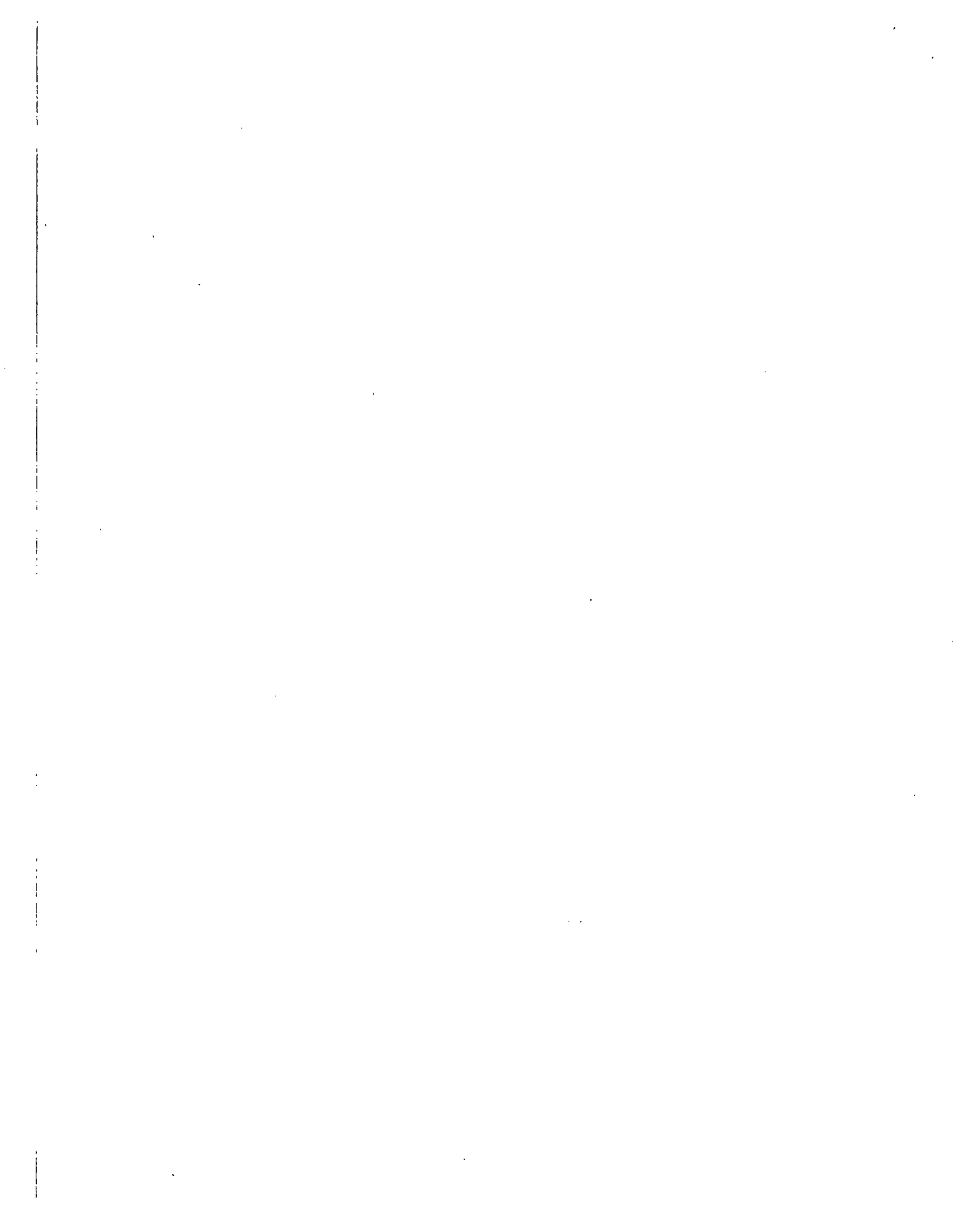
If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes                       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.



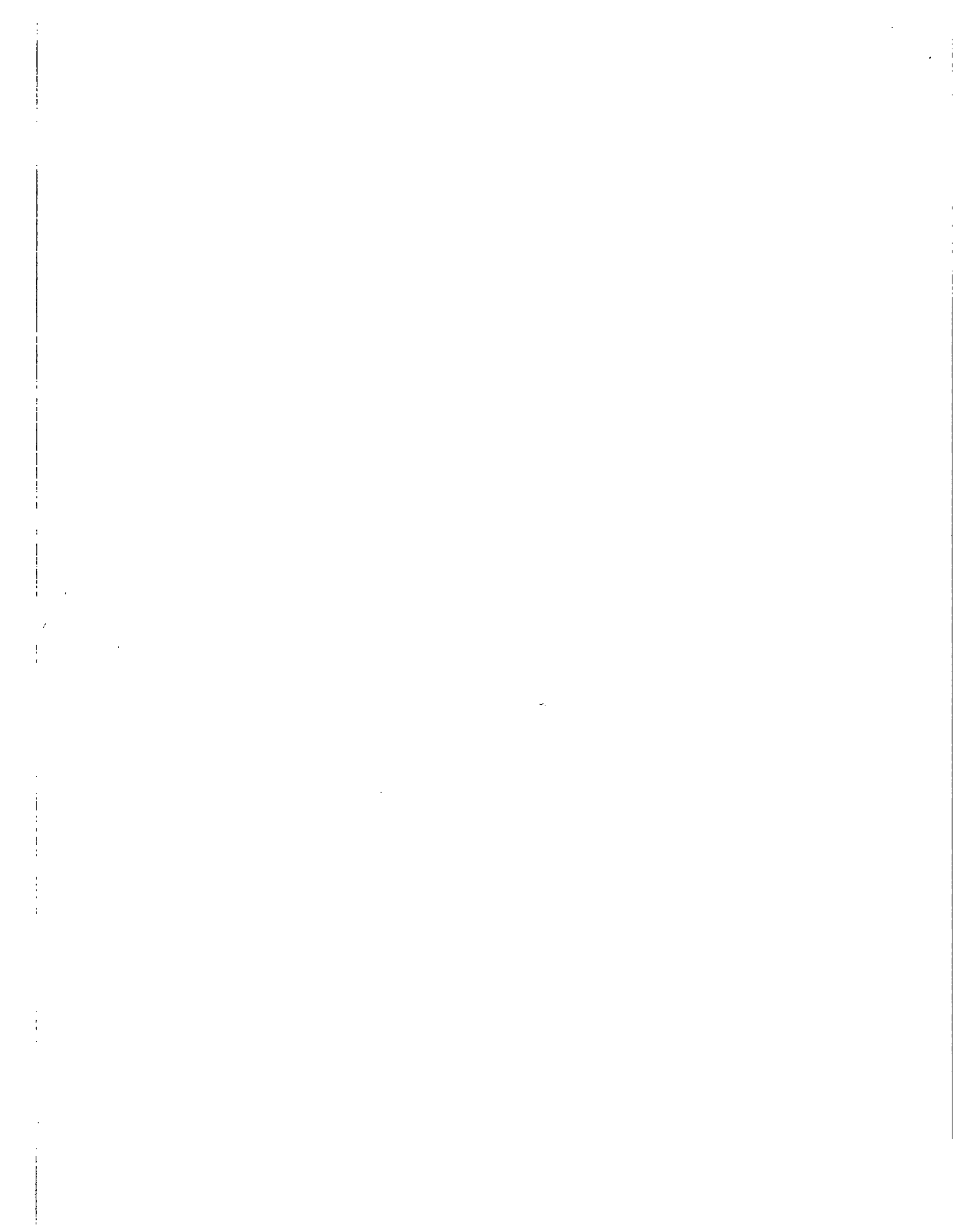


2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").



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

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

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

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

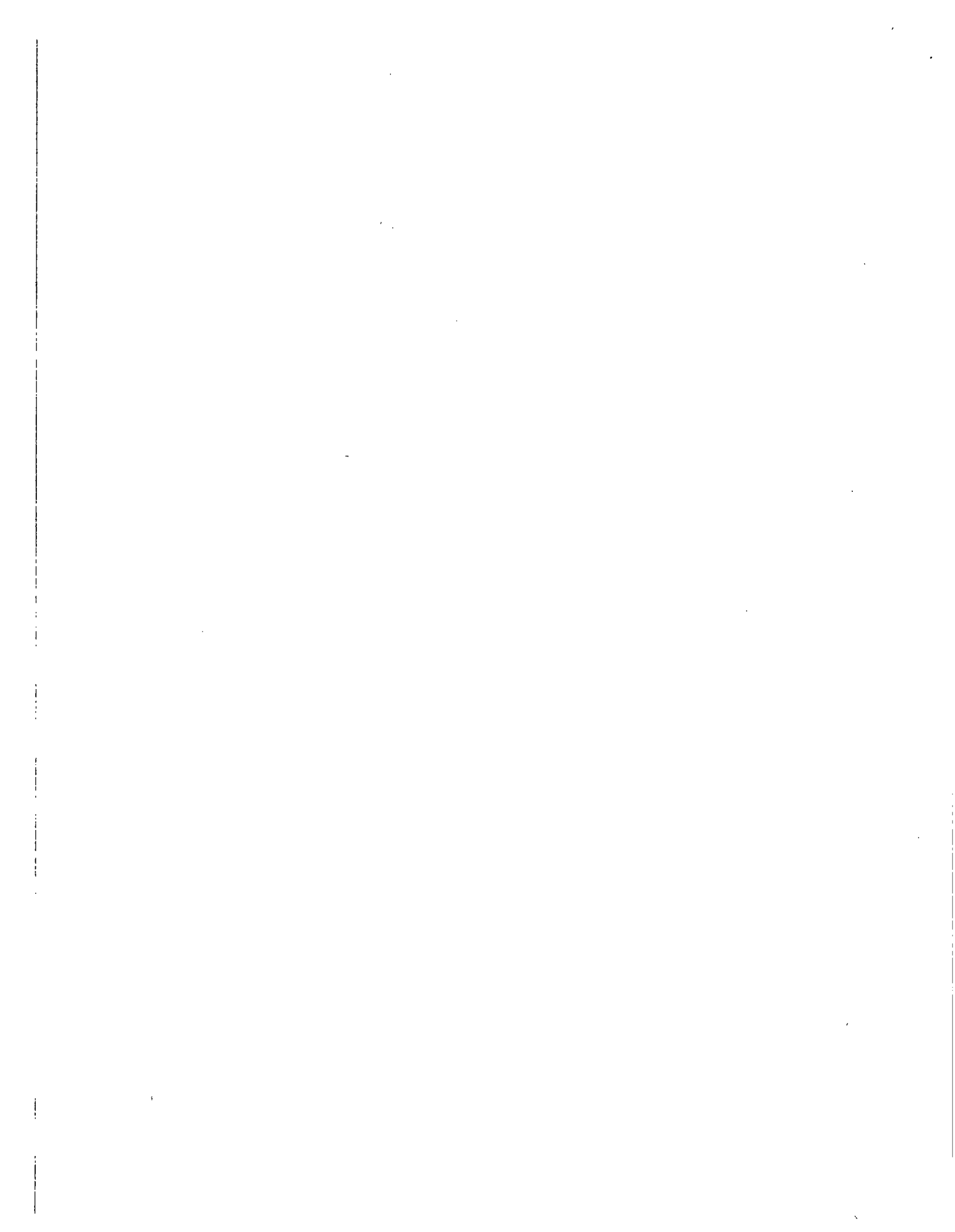
7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

\_\_\_The Disclosing Party makes these certifications to its actual knowledge after reasonable inquiry.

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

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").  
None.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.  
None.

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C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

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

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

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

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

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes  No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes  No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

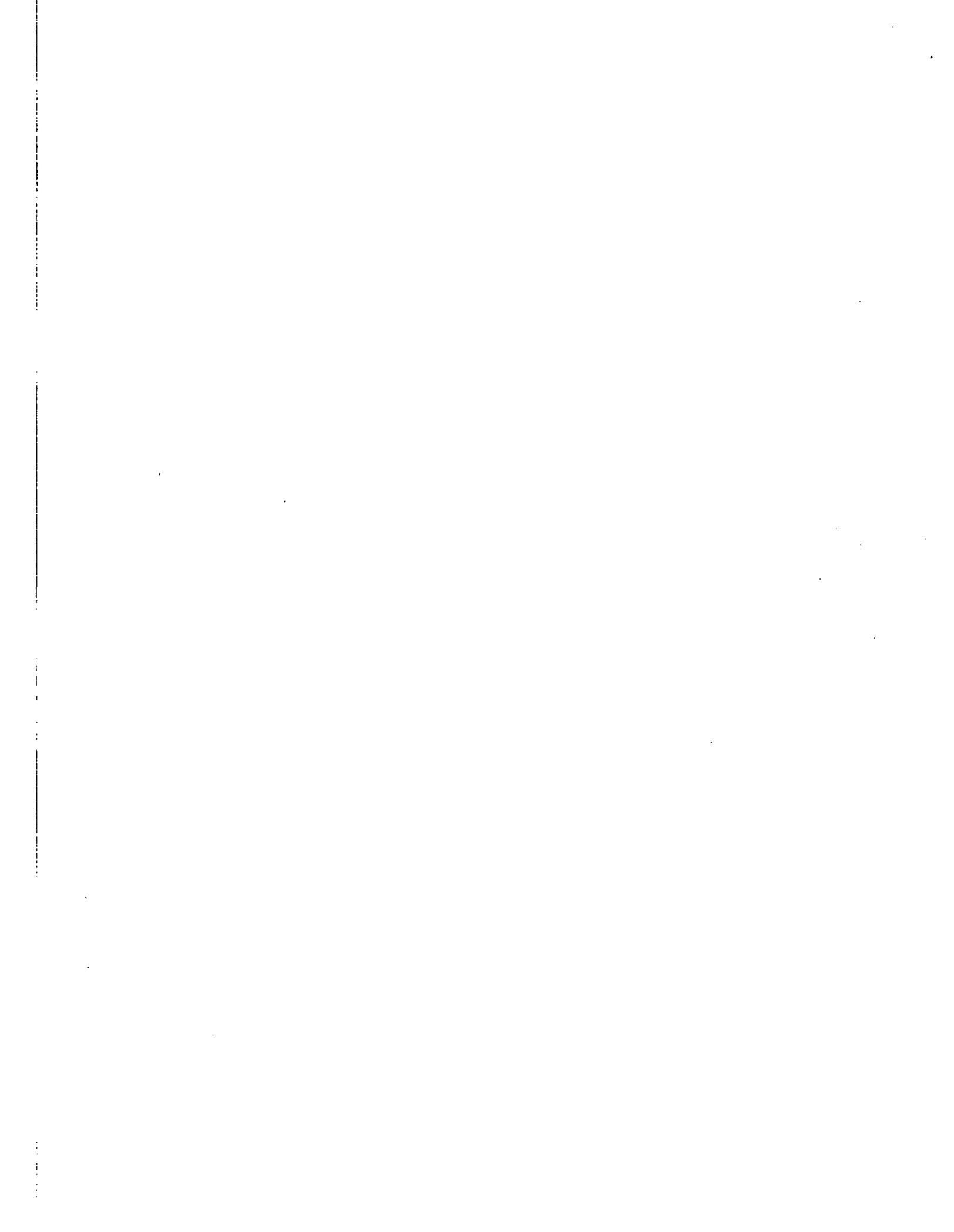
Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to





comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  <sup>x</sup> 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

   2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

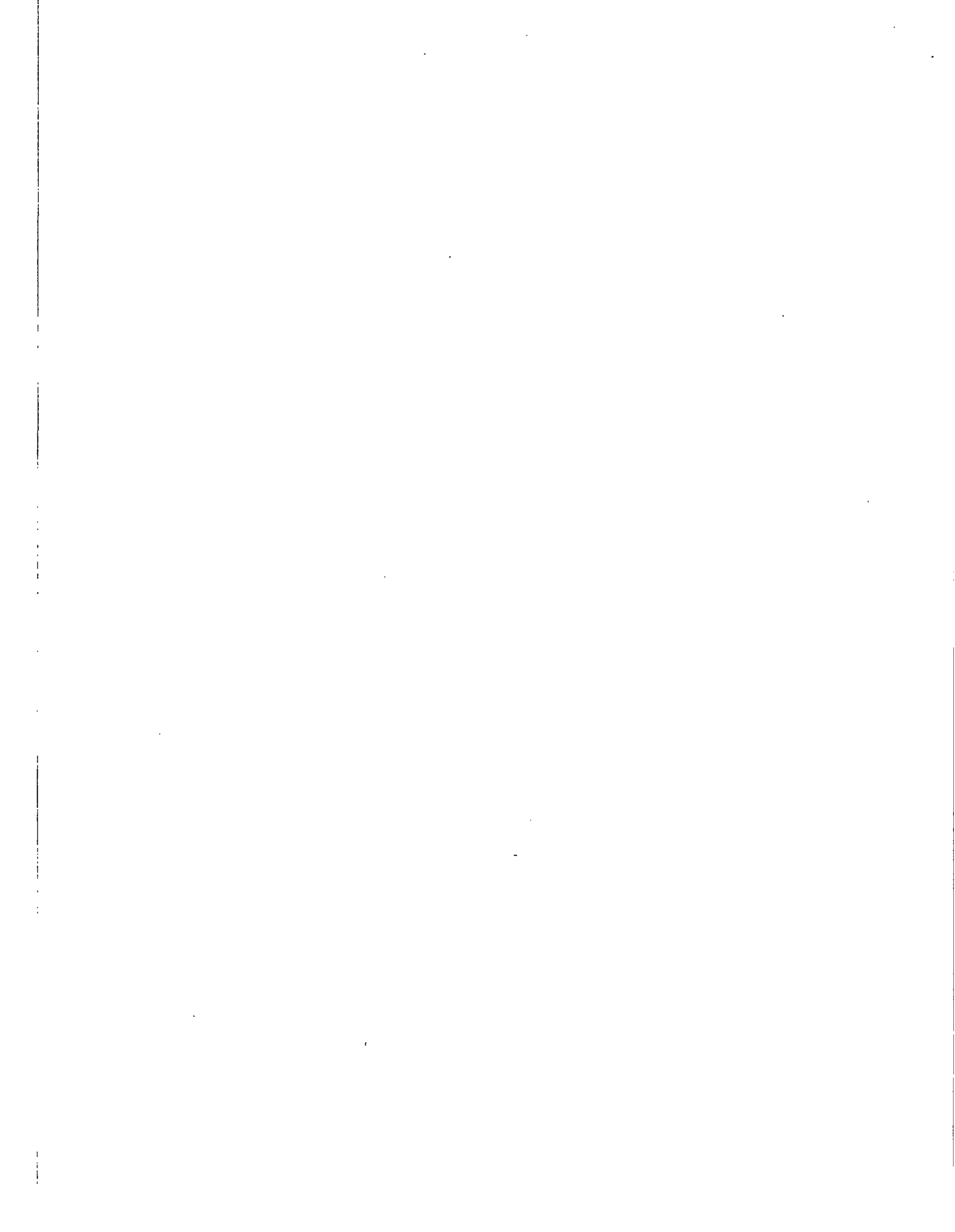
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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No

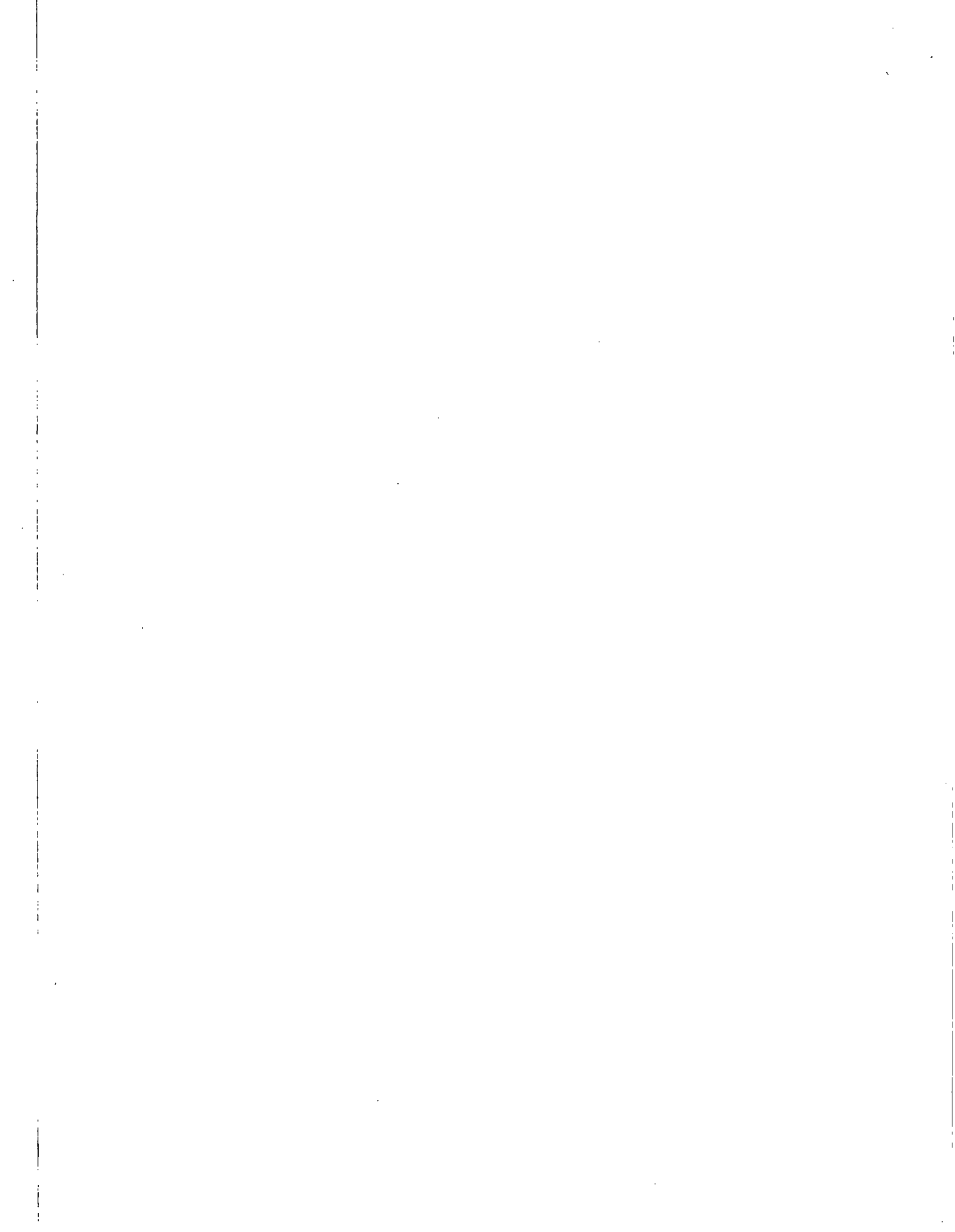
3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

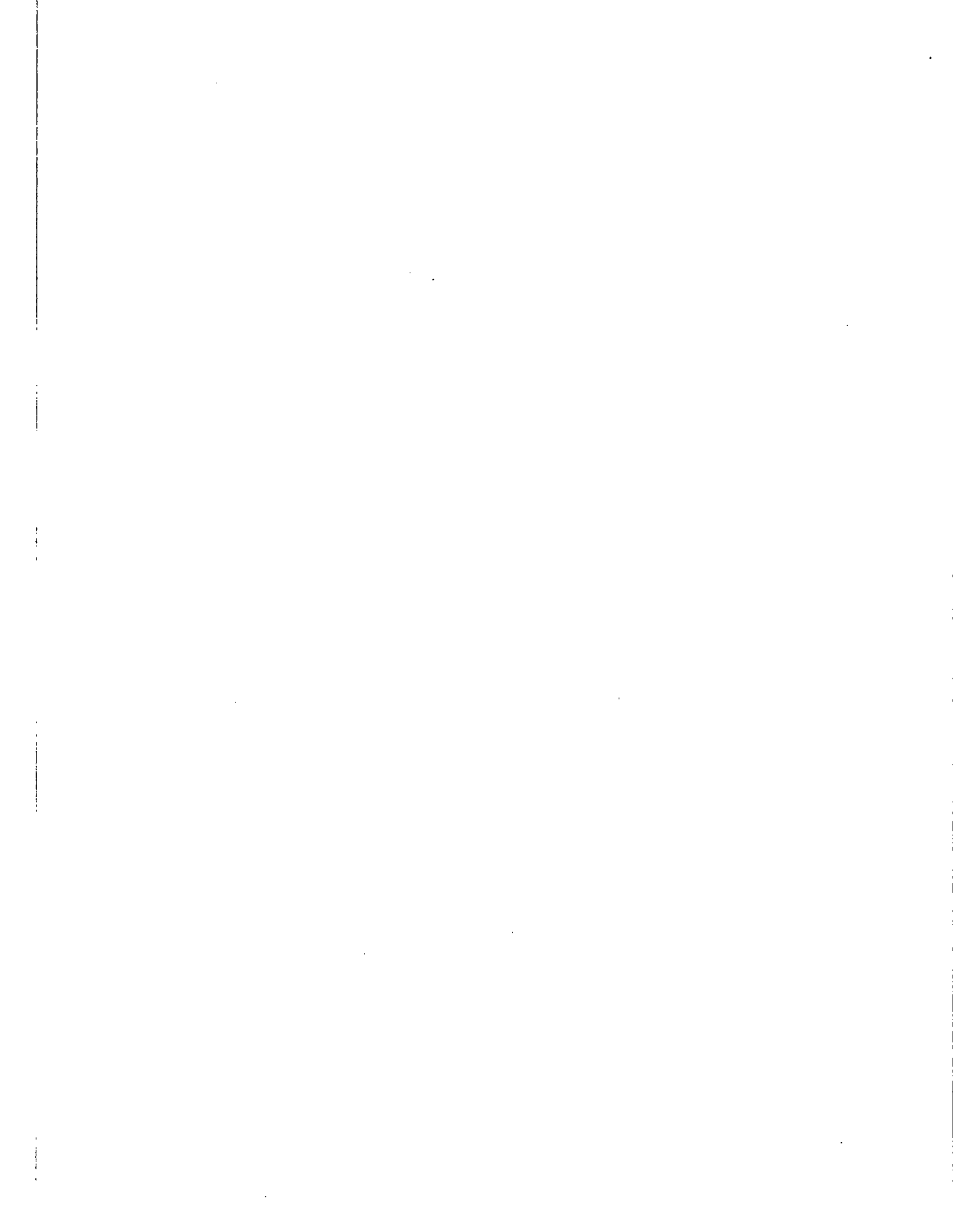
Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:



F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

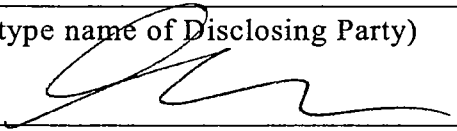
NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

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

Aero Chicago, LLC

\_\_\_\_\_  
(Print or type name of Disclosing Party)

By:   
\_\_\_\_\_  
(Sign here)

Tony P. Lin

\_\_\_\_\_  
(Print or type name of person signing)

Senior Vice President

\_\_\_\_\_  
(Print or type title of person signing)

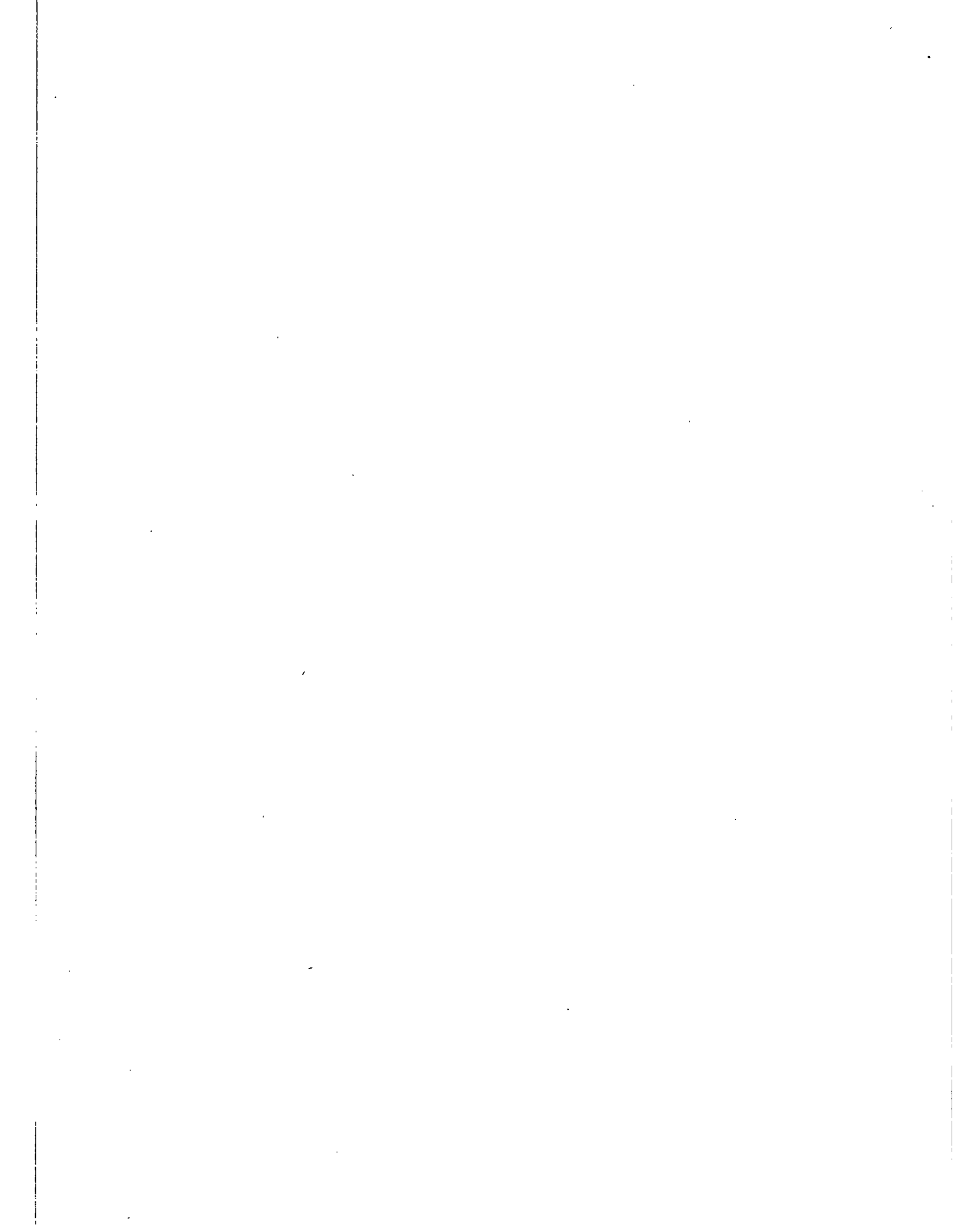
*\* See attached  
CA Acknowledgment*

Signed and sworn to before me on (date) \_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public.

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





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

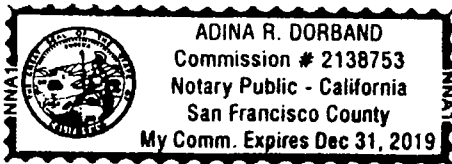
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On March 31, 2016 before me, Adina Dorband, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Tony P. Lin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

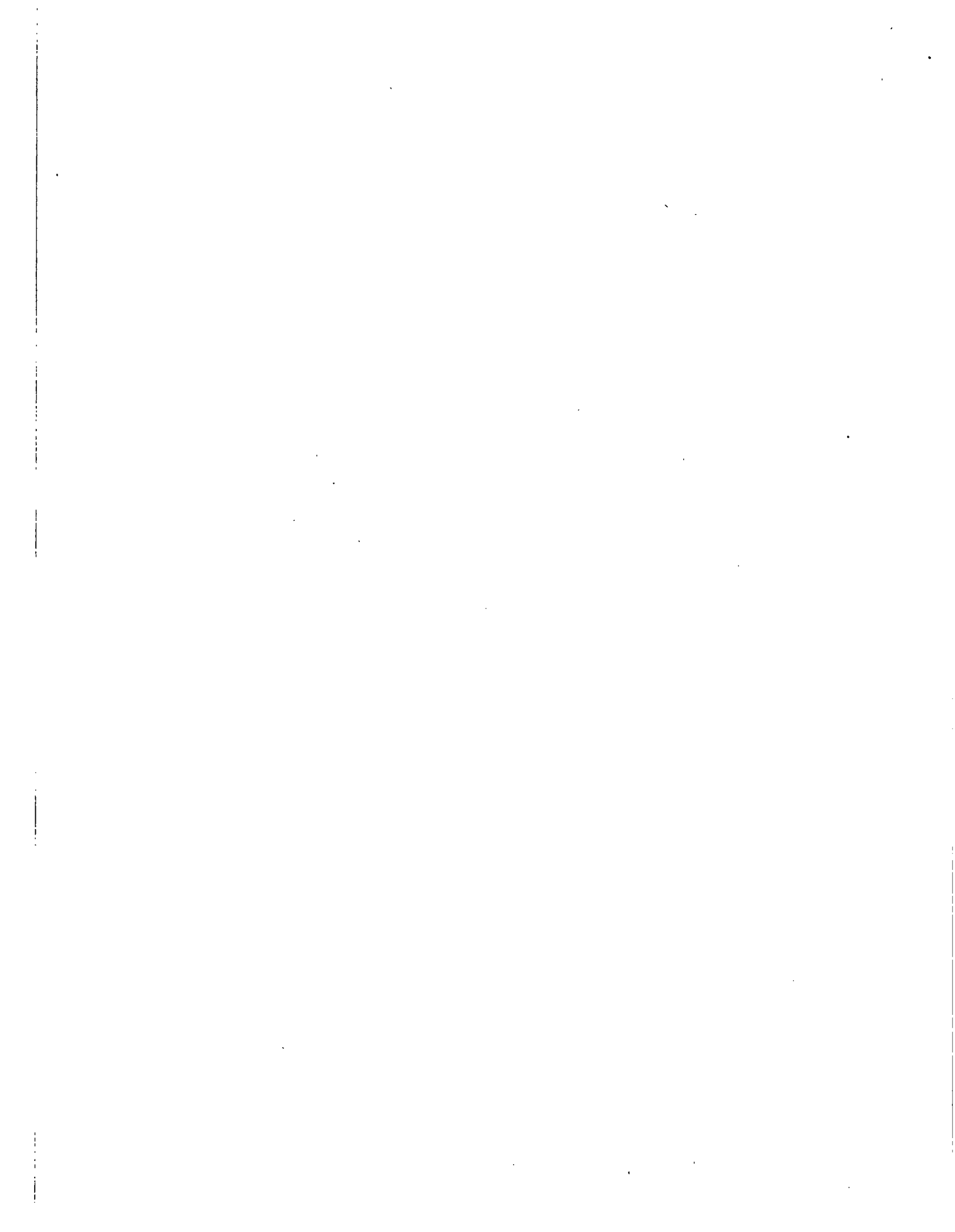
Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

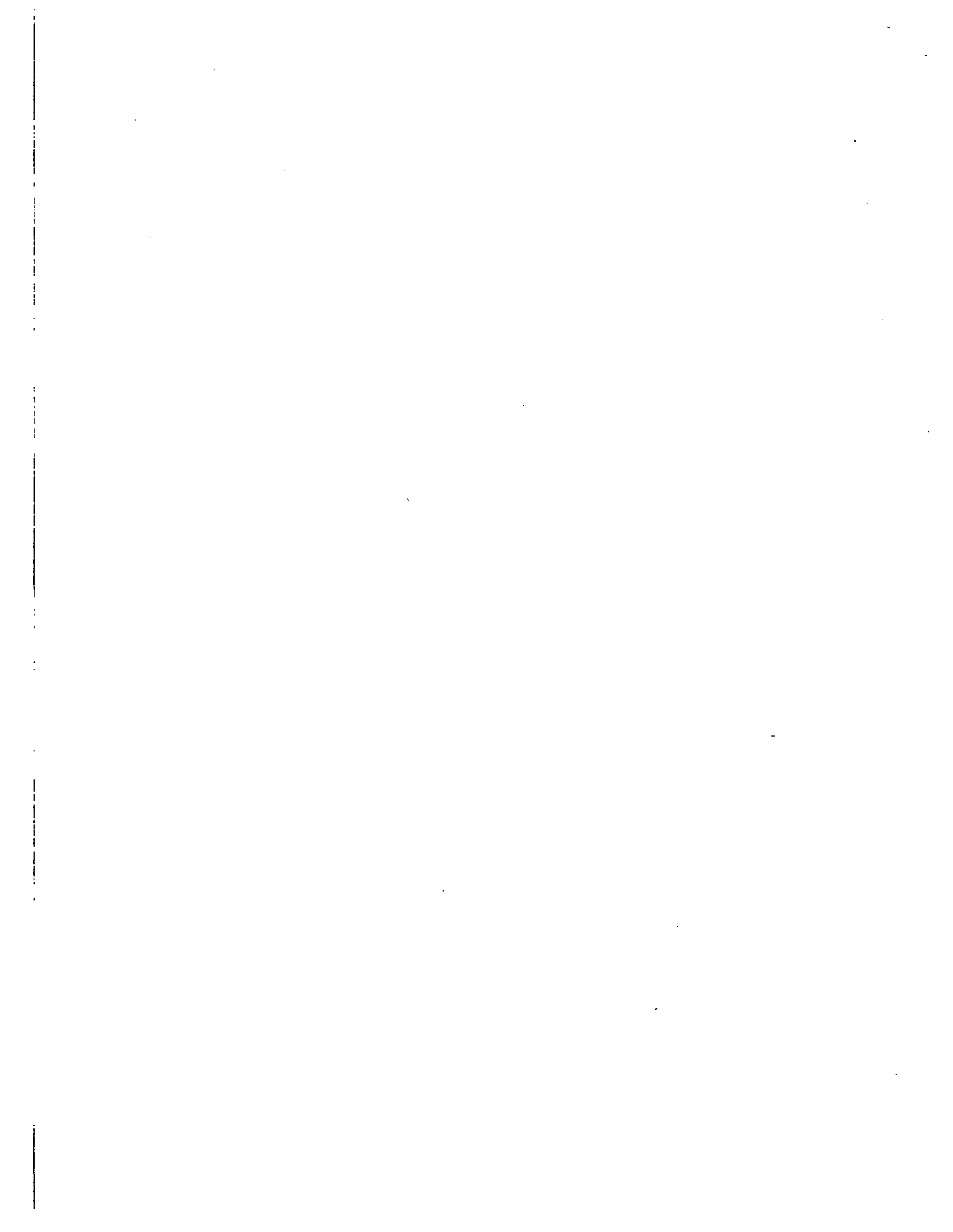
No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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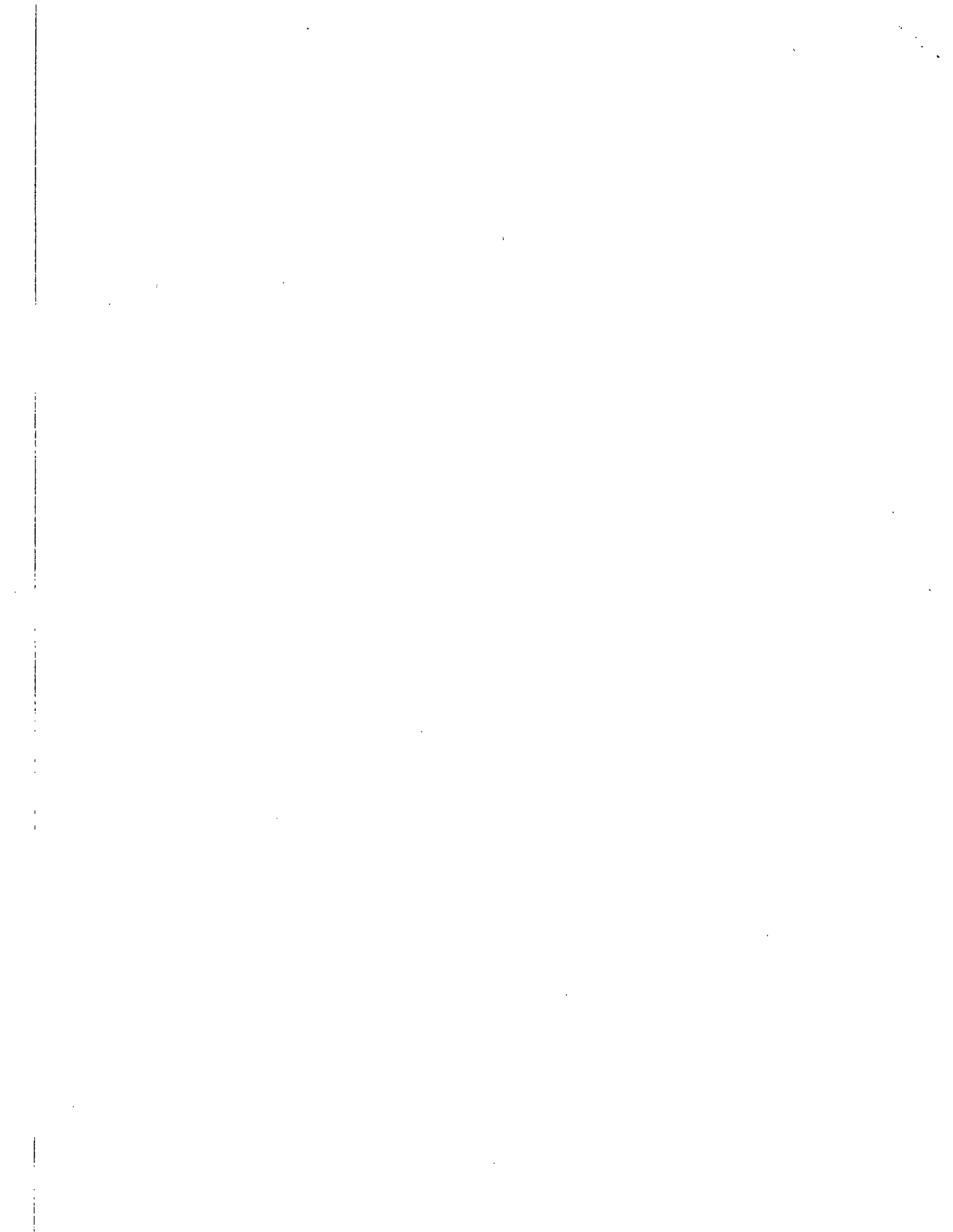
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Response to Section IV – Disclosure of Subcontractors and Other Retained Parties

Name	Currently or Anticipated to be Retained?	Business Address	Relationship to Disclosing Party	Fees
Burns & McDonnell	Currently Retained	1431 Opus Place, Suite 400, Downers Grove, IL 60515	Civil Engineer of Record	\$1,700,000
Capital Design Group	Currently Retained	1059 Hawthorn Drive, Itasca, IL 60143	Architect of Record	\$1,030,000
FCL Builders, Inc.	Currently Retained	1150 Spring Lake Drive, Itasca, IL 60143	General Contractor	\$118,646,460 Original Contract Sum
The Target Group	Currently Retained	330 South Wells, Suite 400, Chicago, IL	Minority Reporting Consultant	\$310,000
Sebesta Group	Currently Retained	200 W. Adams, Suite 2215, Chicago, IL 60606	LEED and sustainability consultant	\$120,407
Greenberg Traurig	Currently Retained	Greenberg Traurig, LLP, 77 West Wacker Drive, Suite 3100 Chicago, IL 60601	General Counsel	\$50,000 / varies
Deutsch Levy and Engel, Chartered	Currently Retained	Deutsch, Levy & Engel, Chartered 225 W. Washington Suite 1700 Chicago, IL 60606	General Counsel	\$35,000 / varies
O'Brien and Associates	Currently Retained	1235 E. Davis Street, Arlington Heights, IL 60005	Geotechnical Engineer	\$65,000



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

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NE Cargo Chicago, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Aero Chicago, LLC

OR

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: c/o GI Partners, 188 The Embarcadero  
Ste 700, San Francisco, CA 94105

C. Telephone: 415-688-4818 Fax: 415-688-4801 Email: tony@gipartners.com

D. Name of contact person: Tony P Lin

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

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

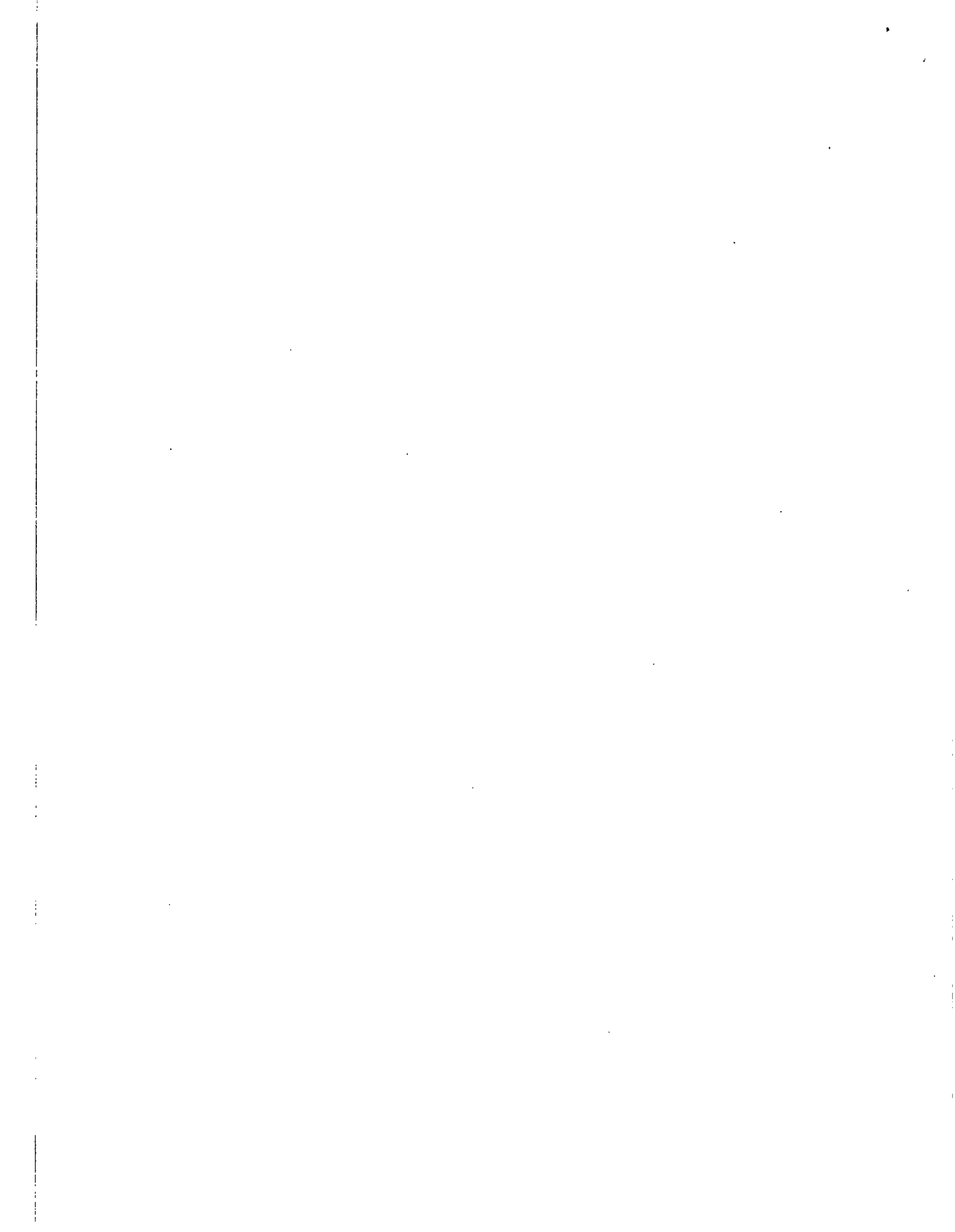
Cargo Facility Phase I Lease amendment - O'Hare Northeast Air Cargo Development

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_





**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

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

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity.

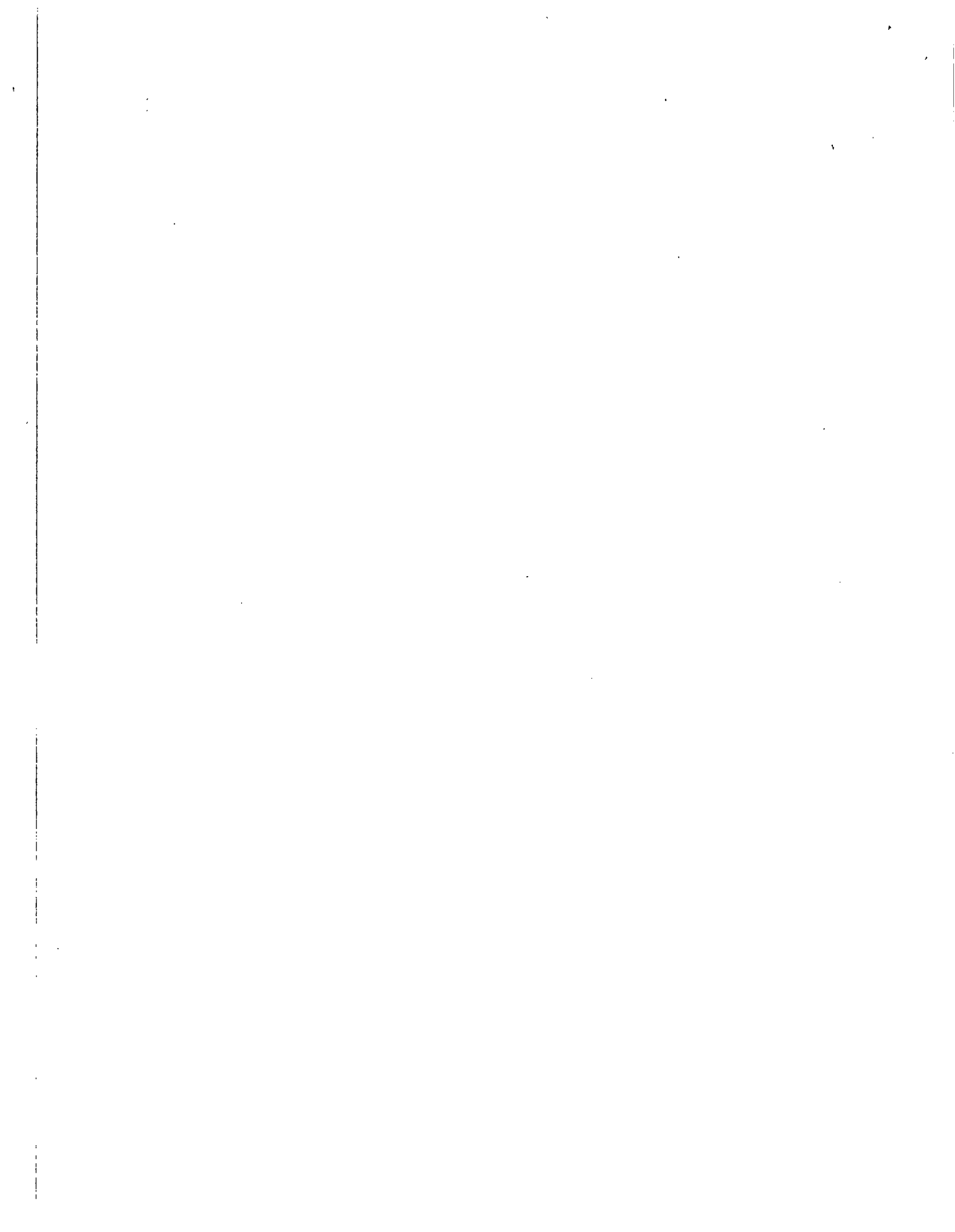
**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
CalEast Air Cargo Investors, LLC	Managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
CalEast Air Cargo Investors, LLC	c/o GI Partners 188 The Embarcadero, Ste 700 San Francisco, CA 94105	95%

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

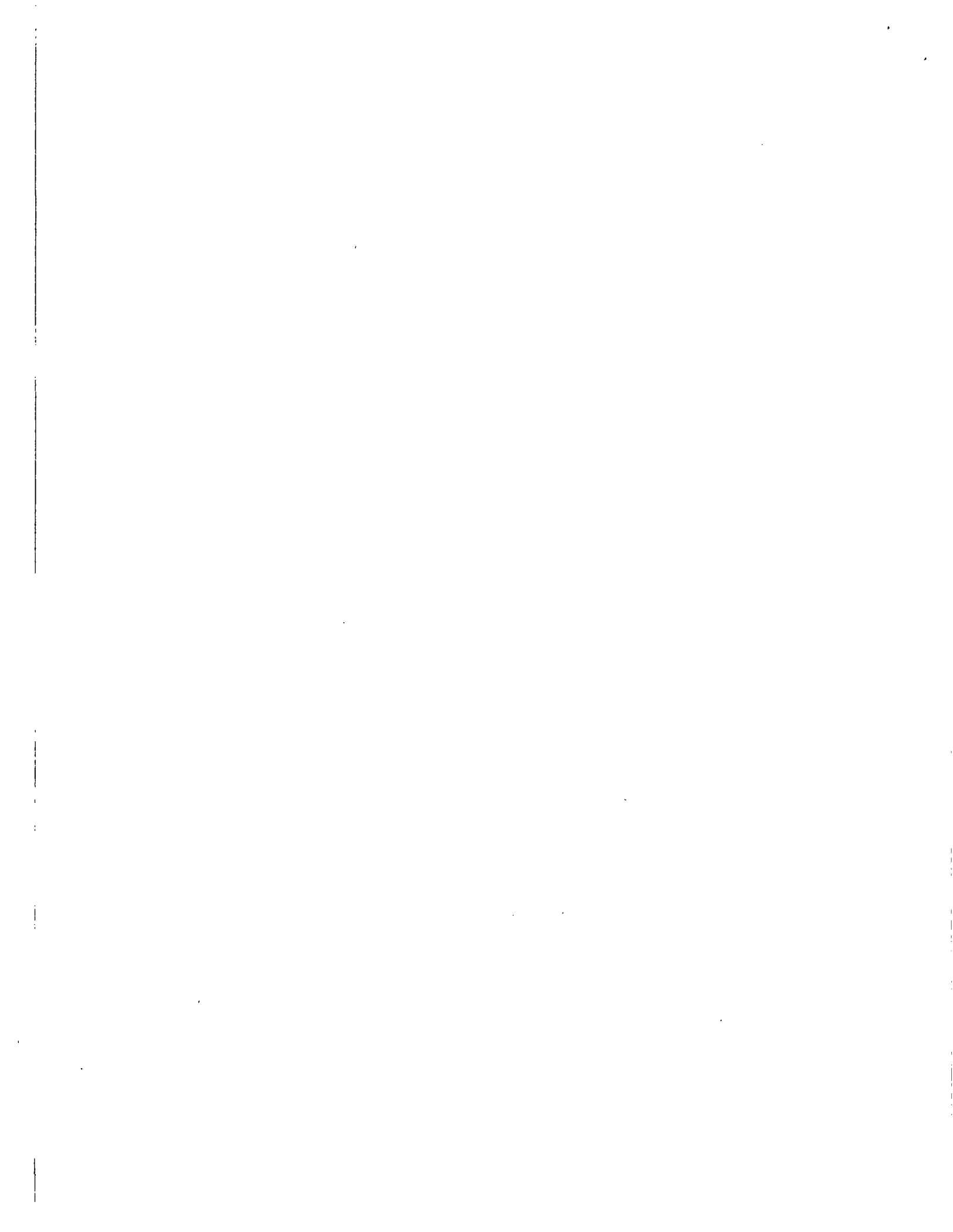
If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

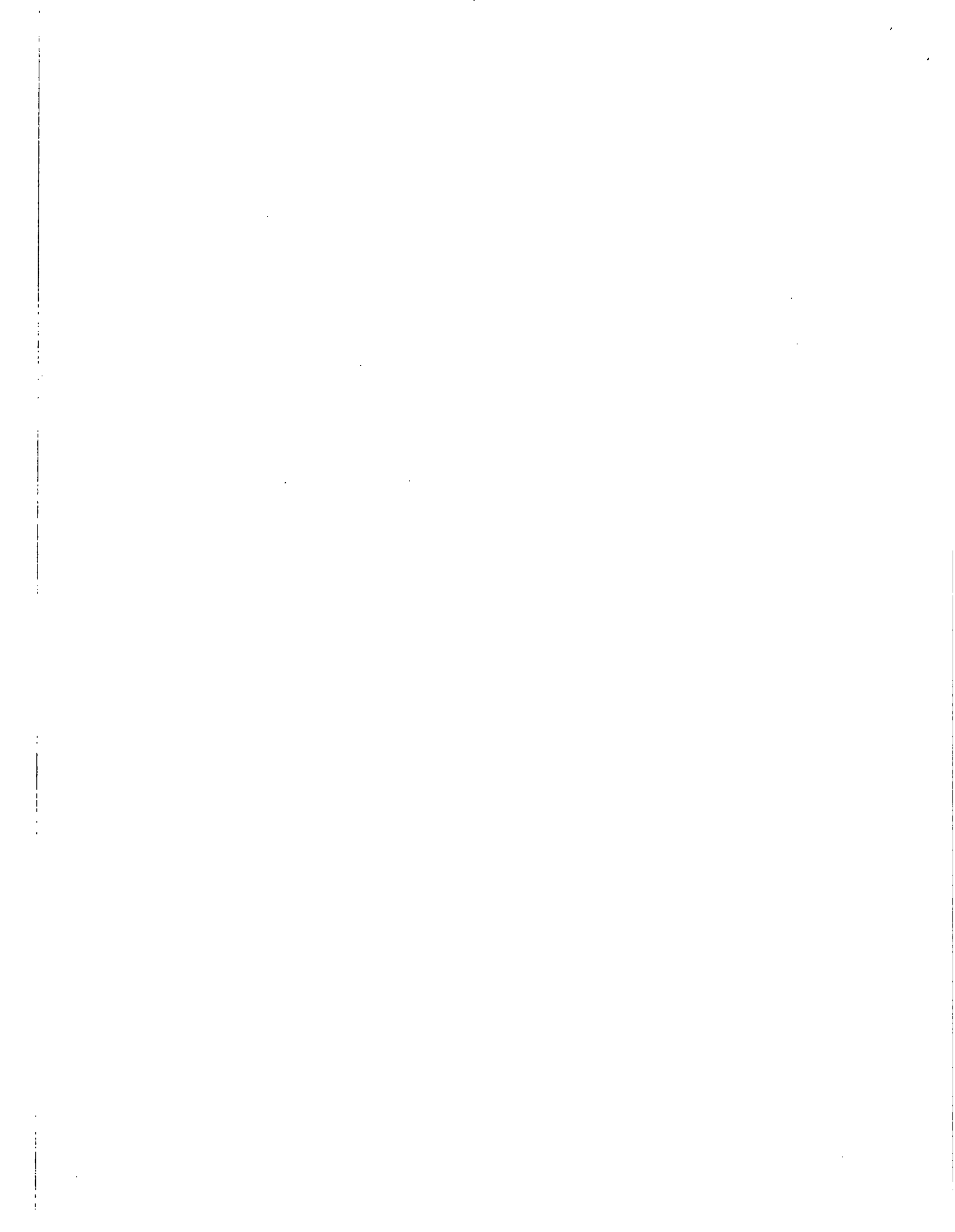
Yes       No       No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.



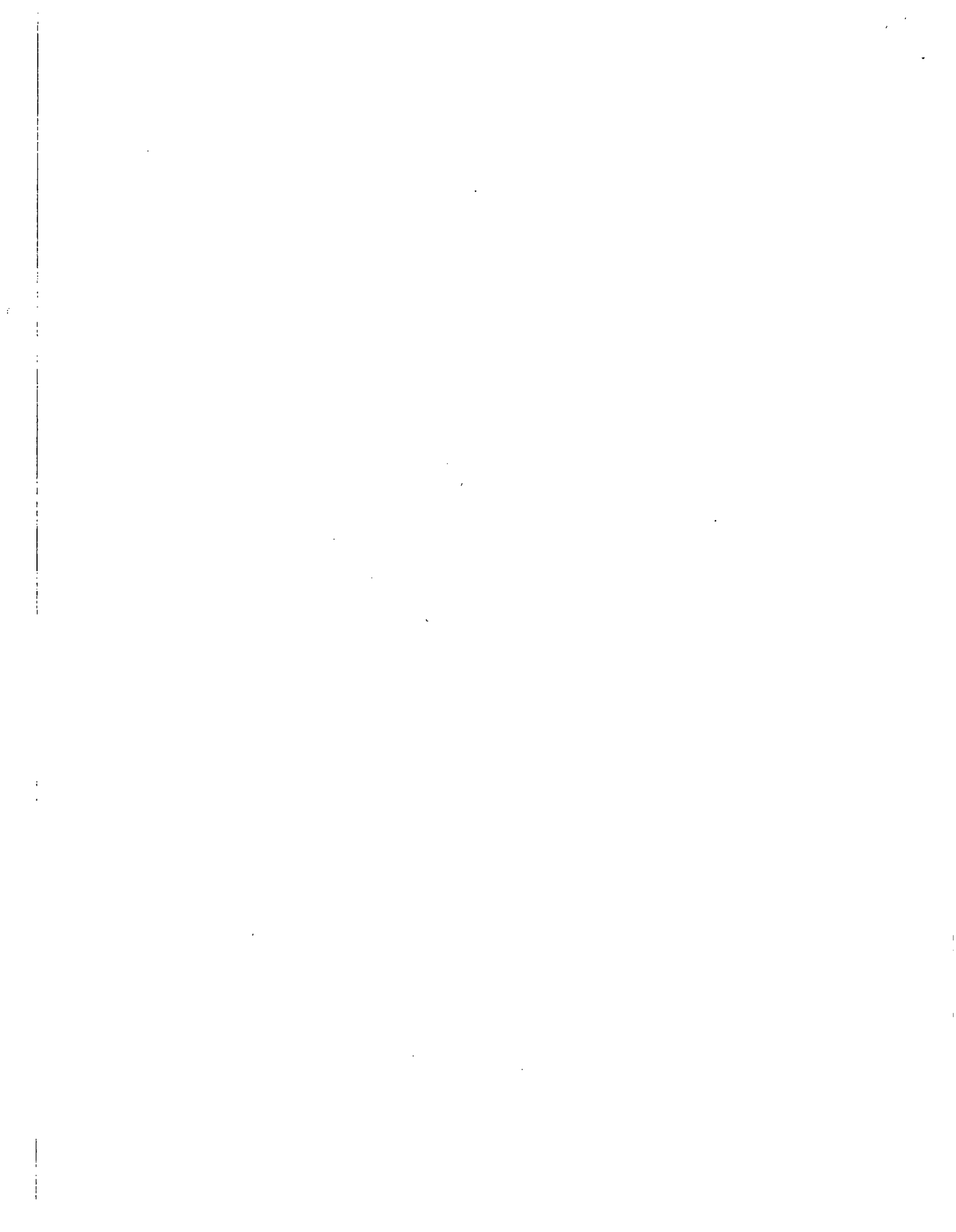
2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").





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

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

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

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

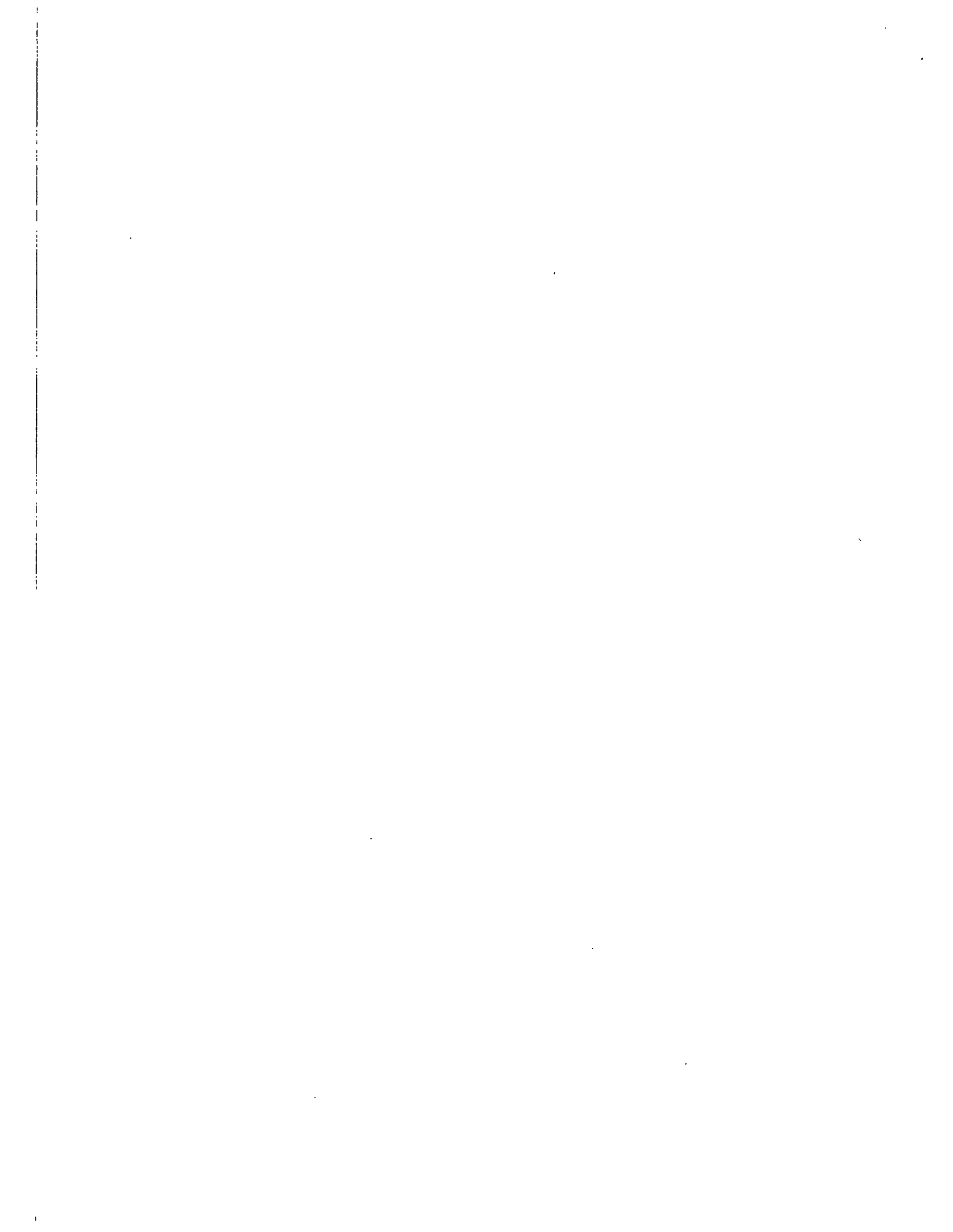
7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

     The Disclosing Party makes these certifications to its actual knowledge after reasonable inquiry.

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

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").  
None.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.  
None.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

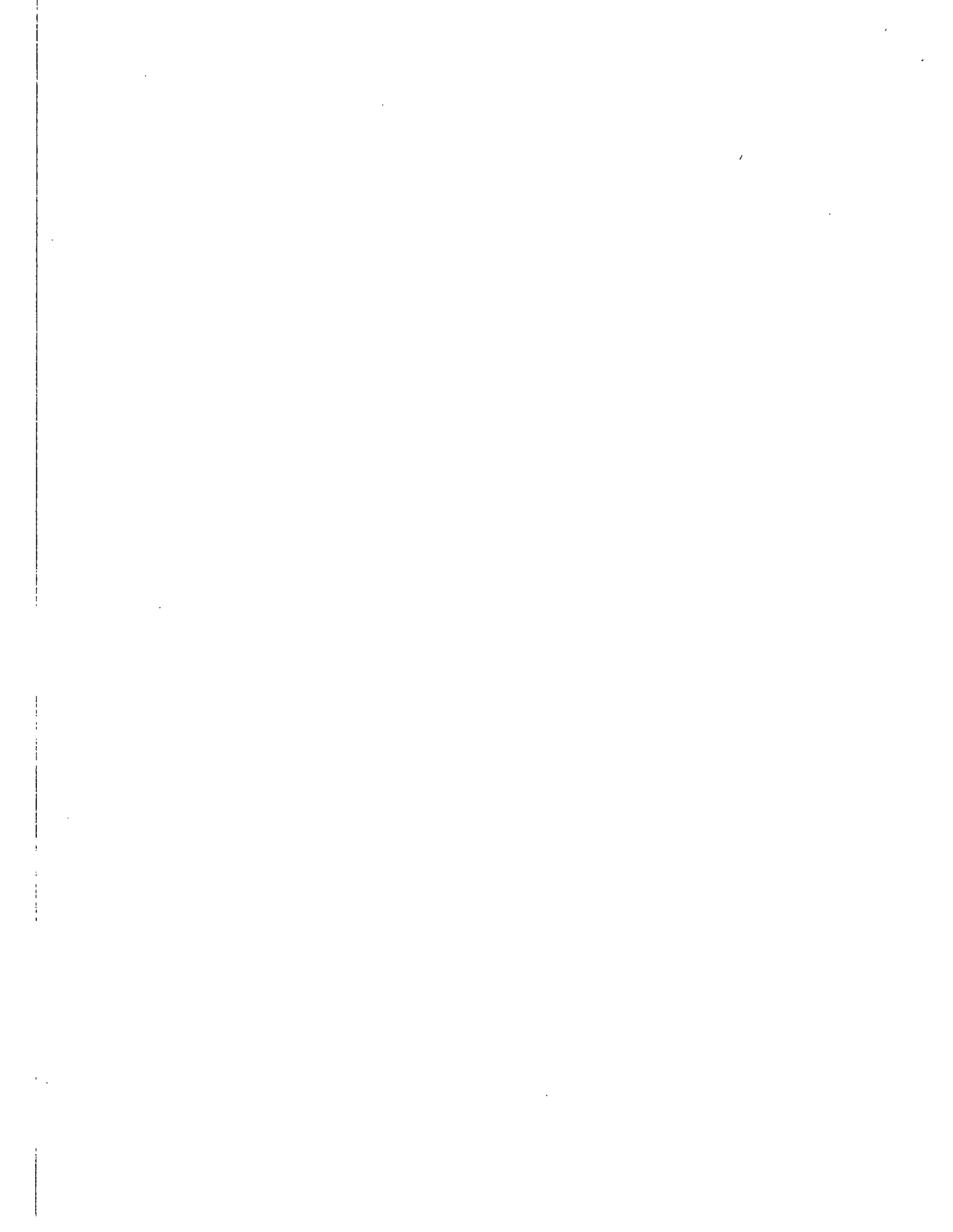
2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

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

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

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

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

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No  
x

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  <sup>x</sup> 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

   2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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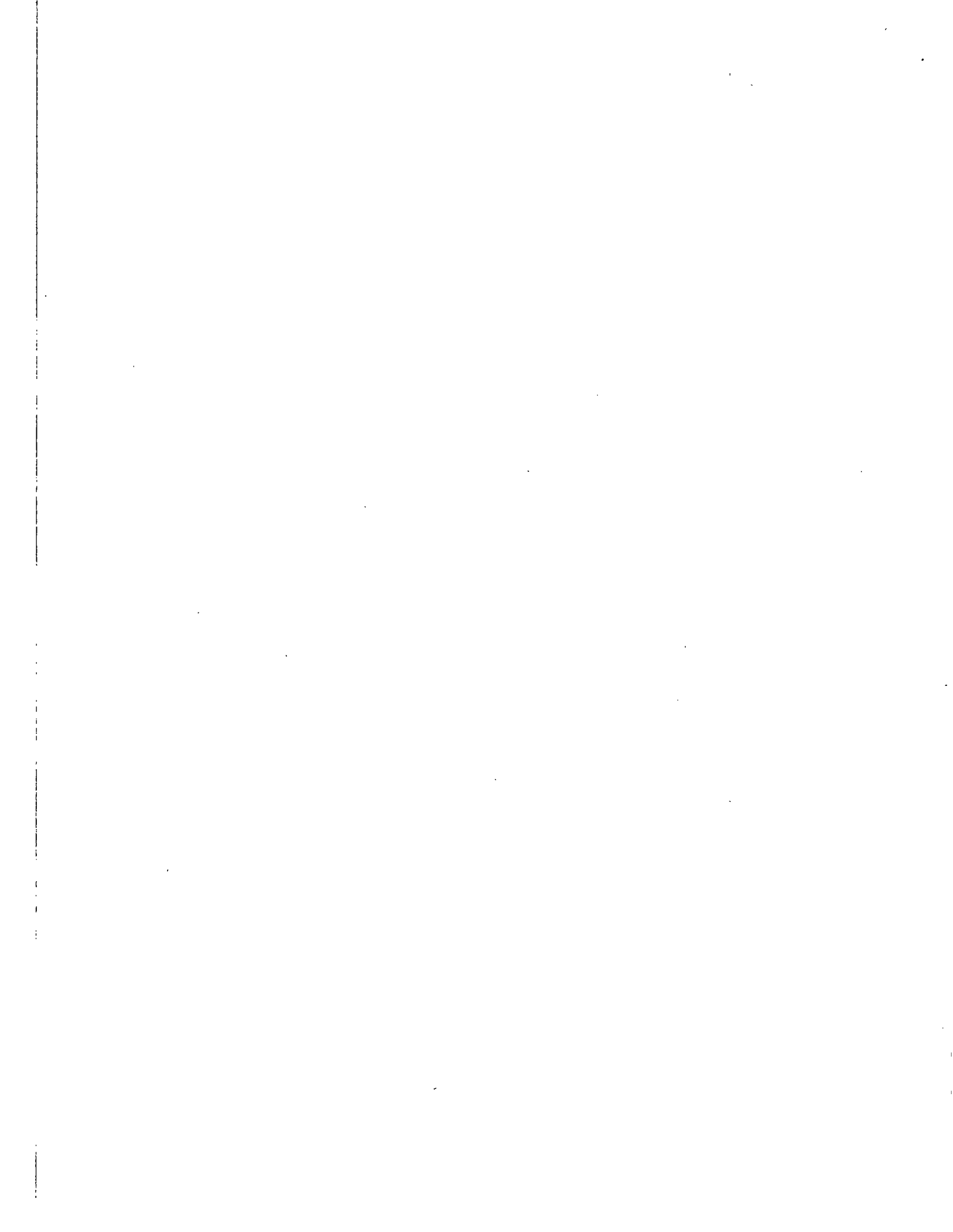
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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.





3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

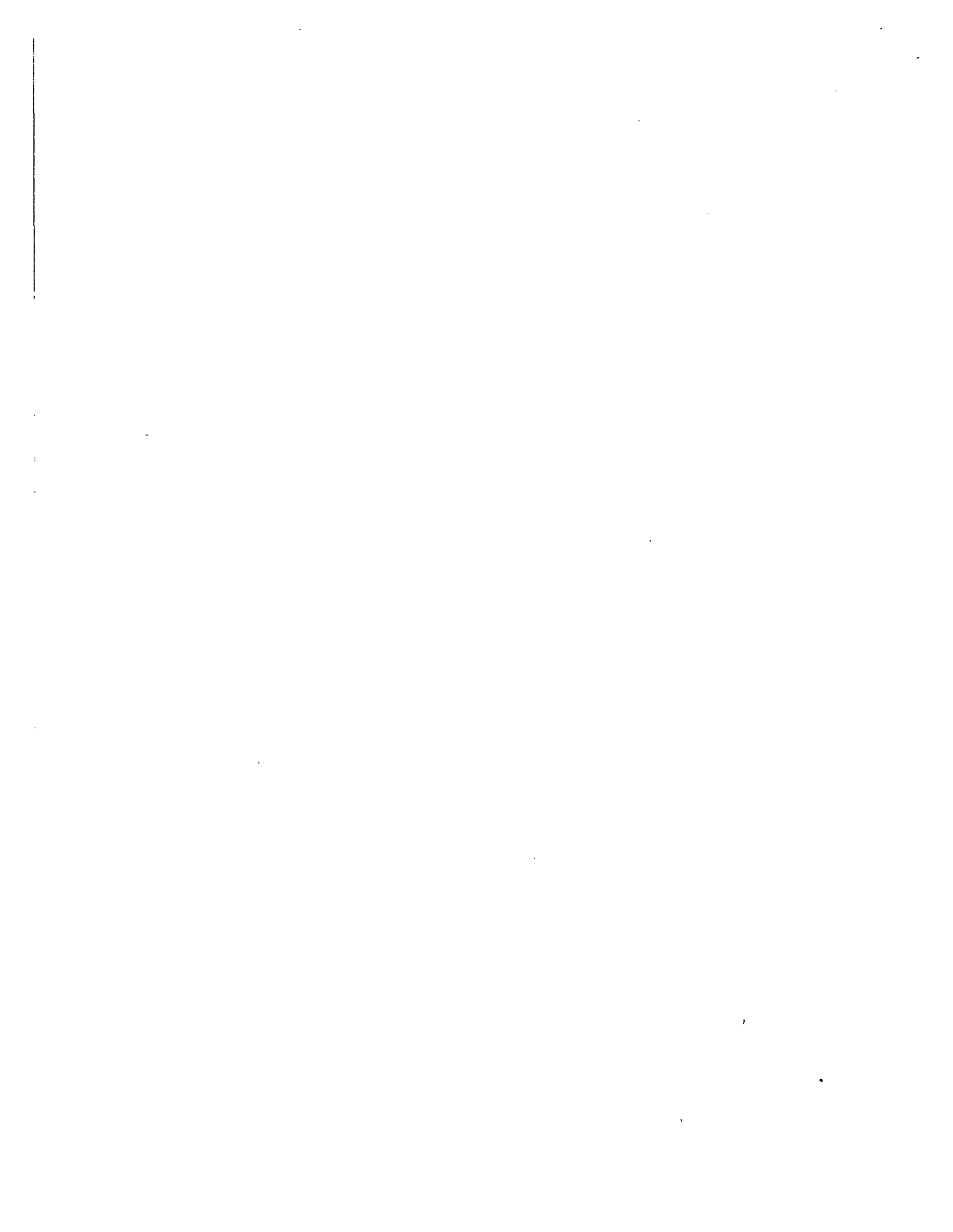
Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

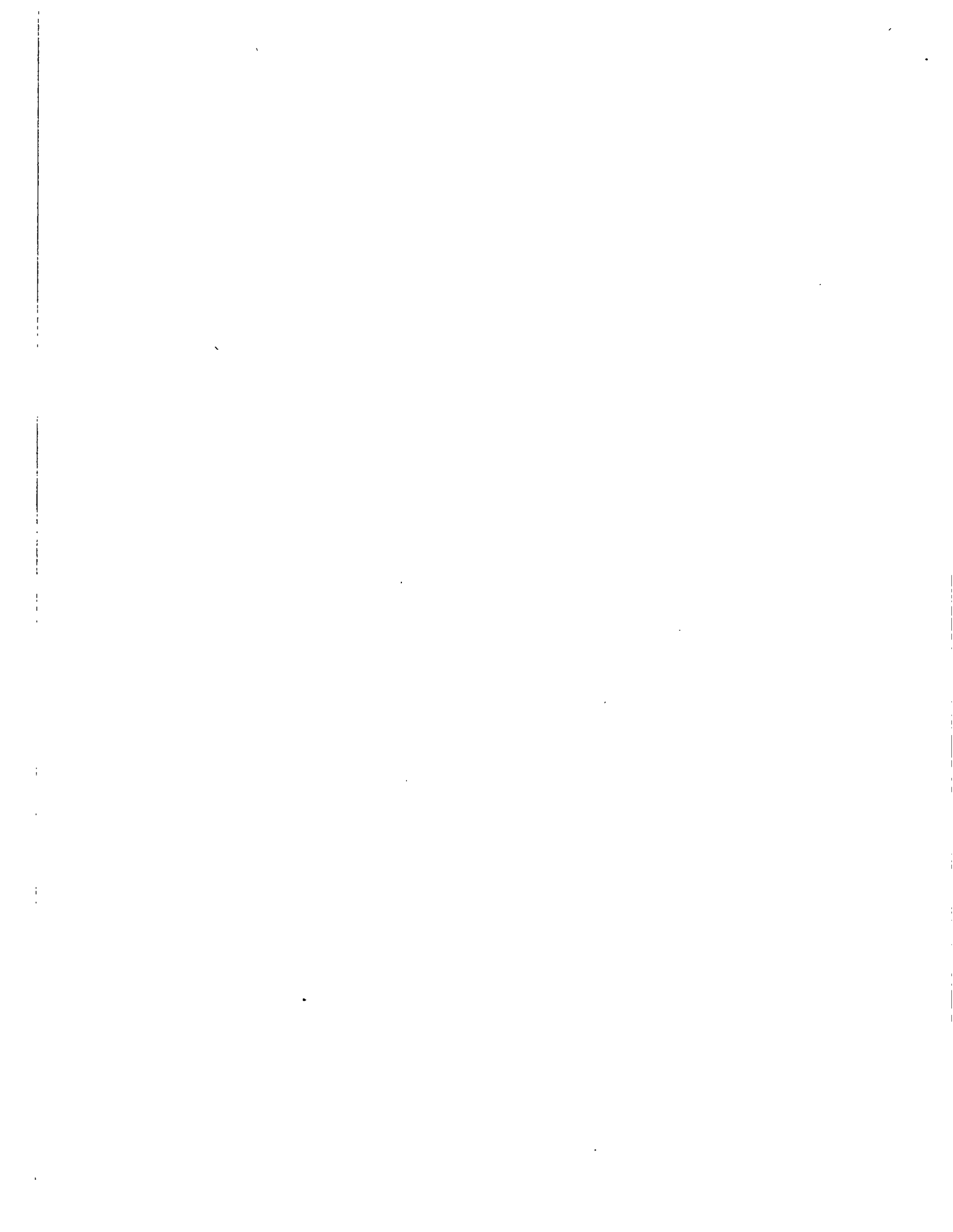
Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:



F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

### CERTIFICATION

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

NE Cargo Chicago, LLC

\_\_\_\_\_  
(Print or type name of Disclosing Party)

By: \_\_\_\_\_  
(Sign here)

Tony P. Lin

\_\_\_\_\_  
(Print or type name of person signing)

Senior Vice President of CalEast Air Cargo Investors, LLC (managing member of disclosing party)

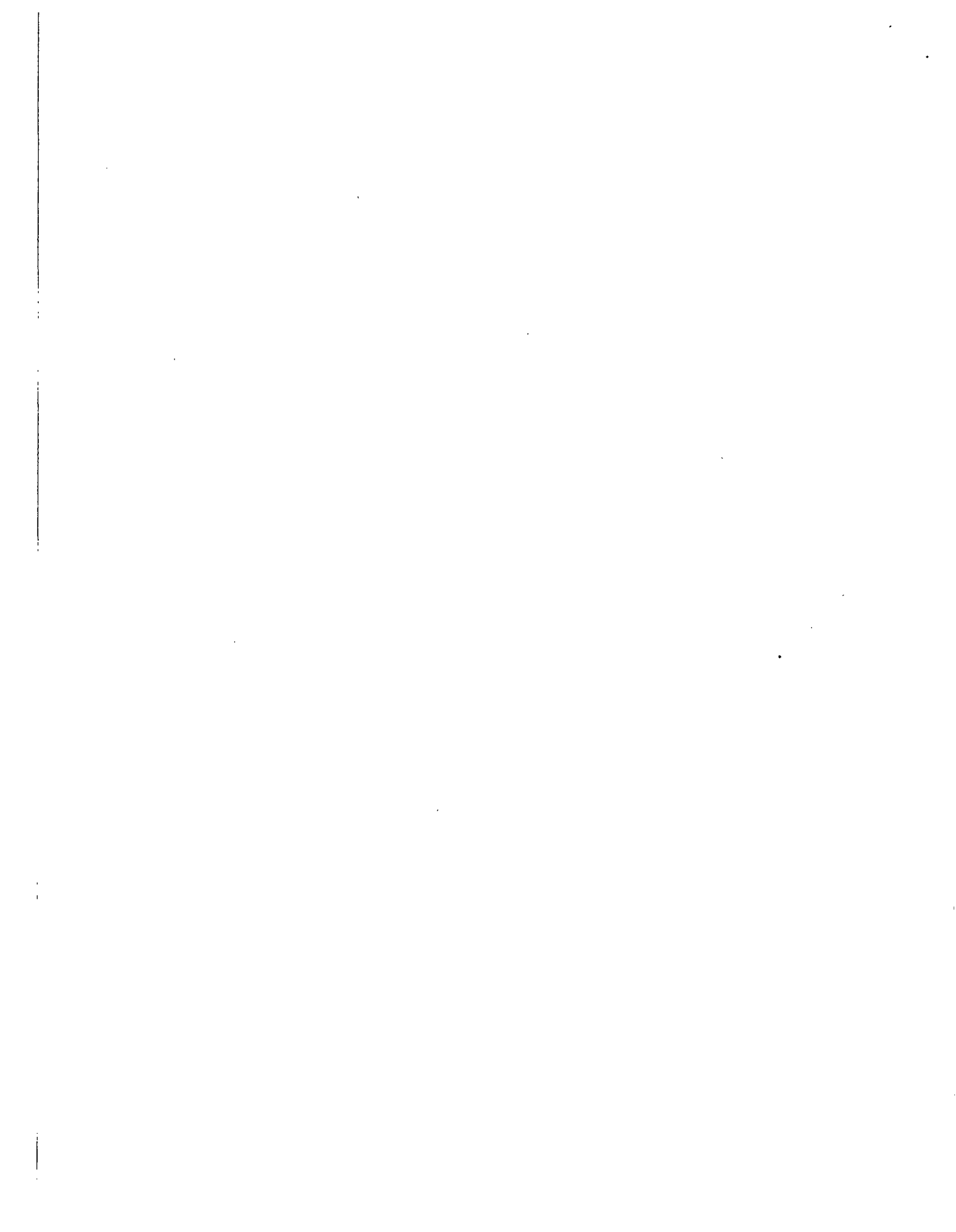
\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public.

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

*\* See attached  
CA Acknowledgment*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Francisco )

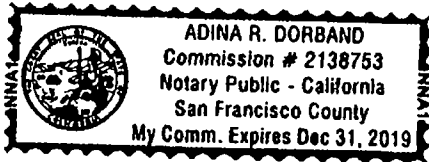
On March 31, 2016 before me, Adina Dorband, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tony P. Lin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Adina R. Dorband  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

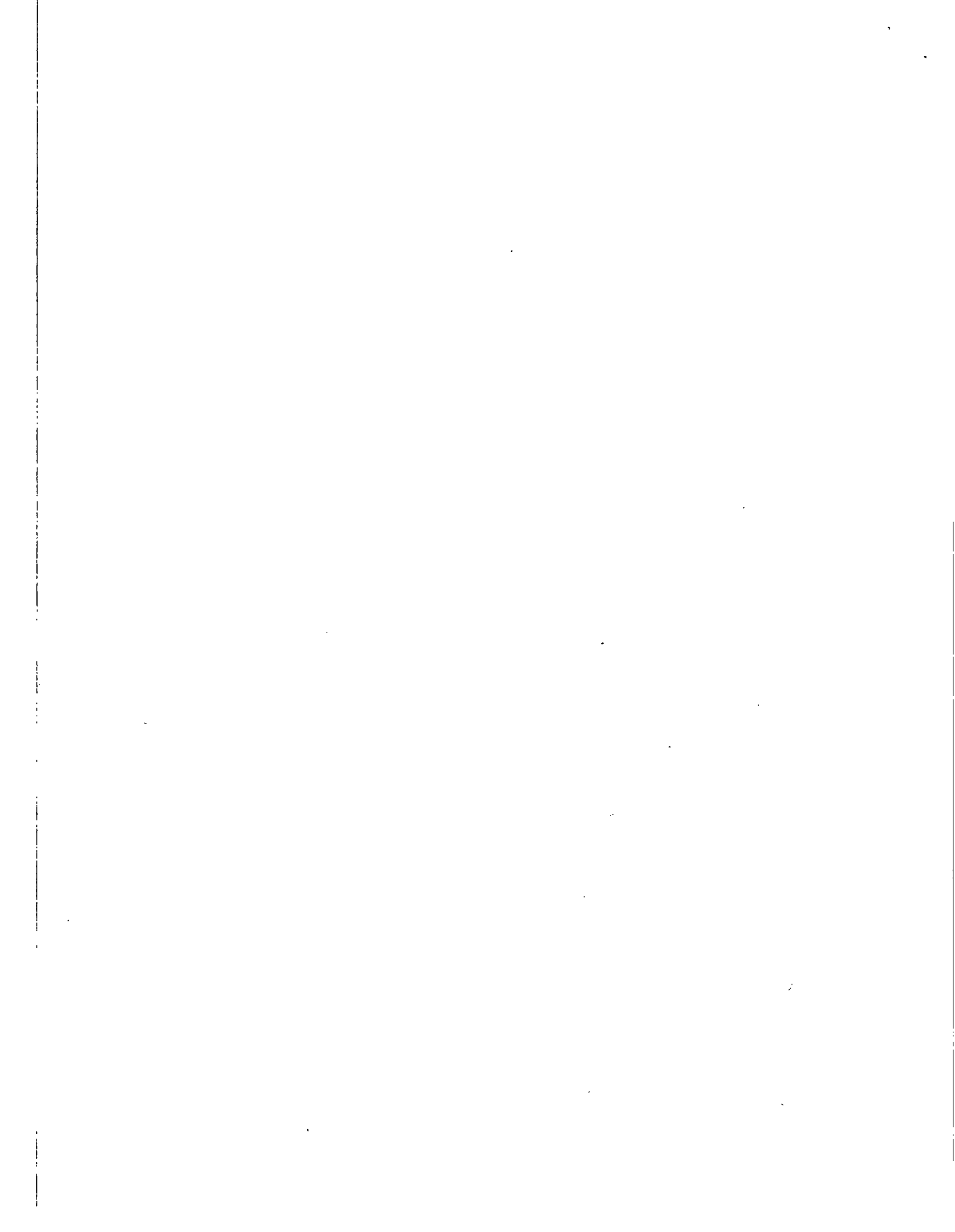
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

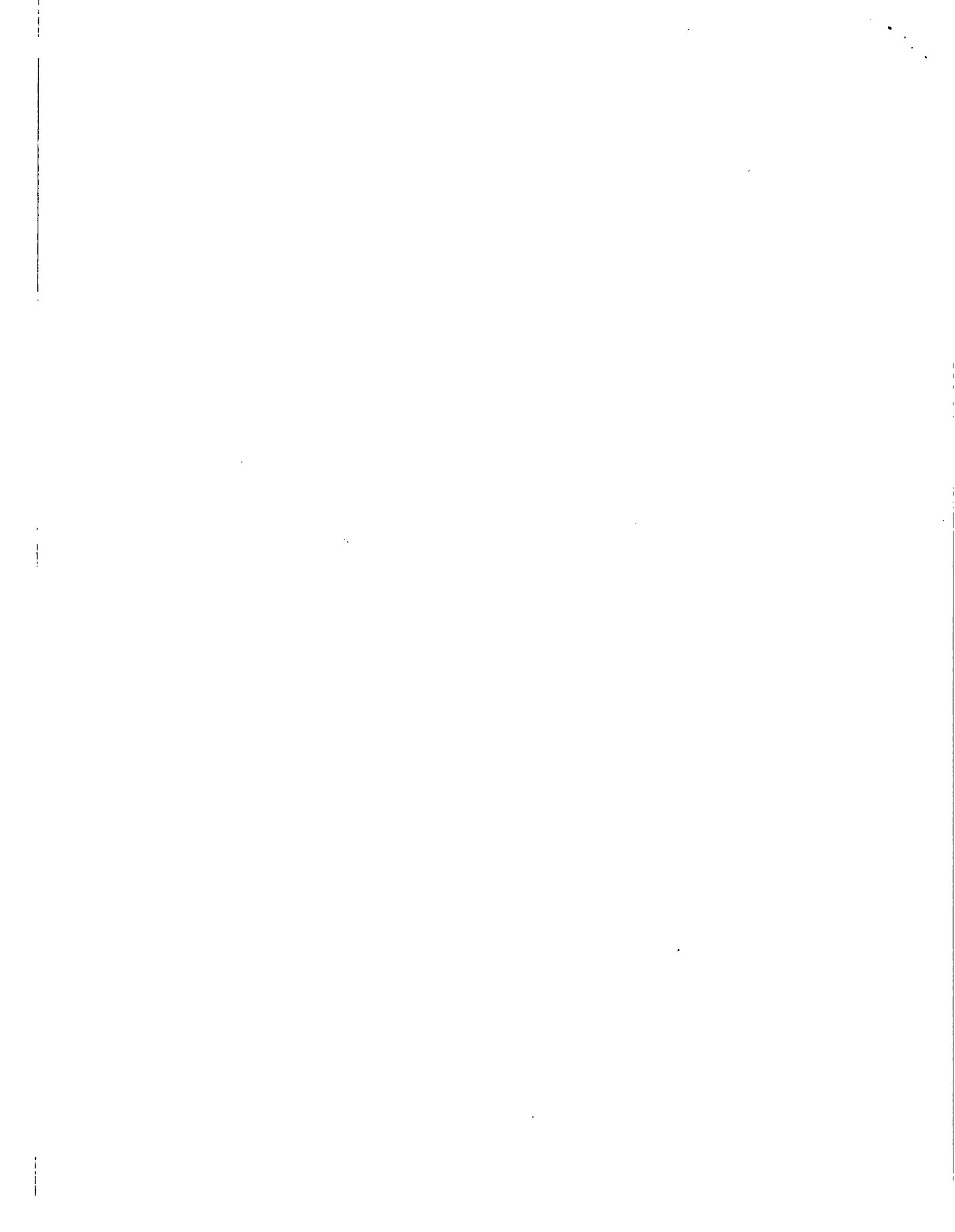
No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

CalEast Air Cargo Investors, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Aero Chicago, LLC

OR

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: c/o GI Partners, 188 The Embarcadero  
Ste 700, San Francisco, CA 94105

C. Telephone: 415-688-4818 Fax: 415-688-4801 Email: tony@gipartners.com

D. Name of contact person: Tony P Lin

E. Federal Employer Identification No. (if you have one): N/A

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

Cargo Facility Phase I Lease amendment - O'Hare Northeast Air Cargo Development

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_



**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

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

- Yes  No  N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity.

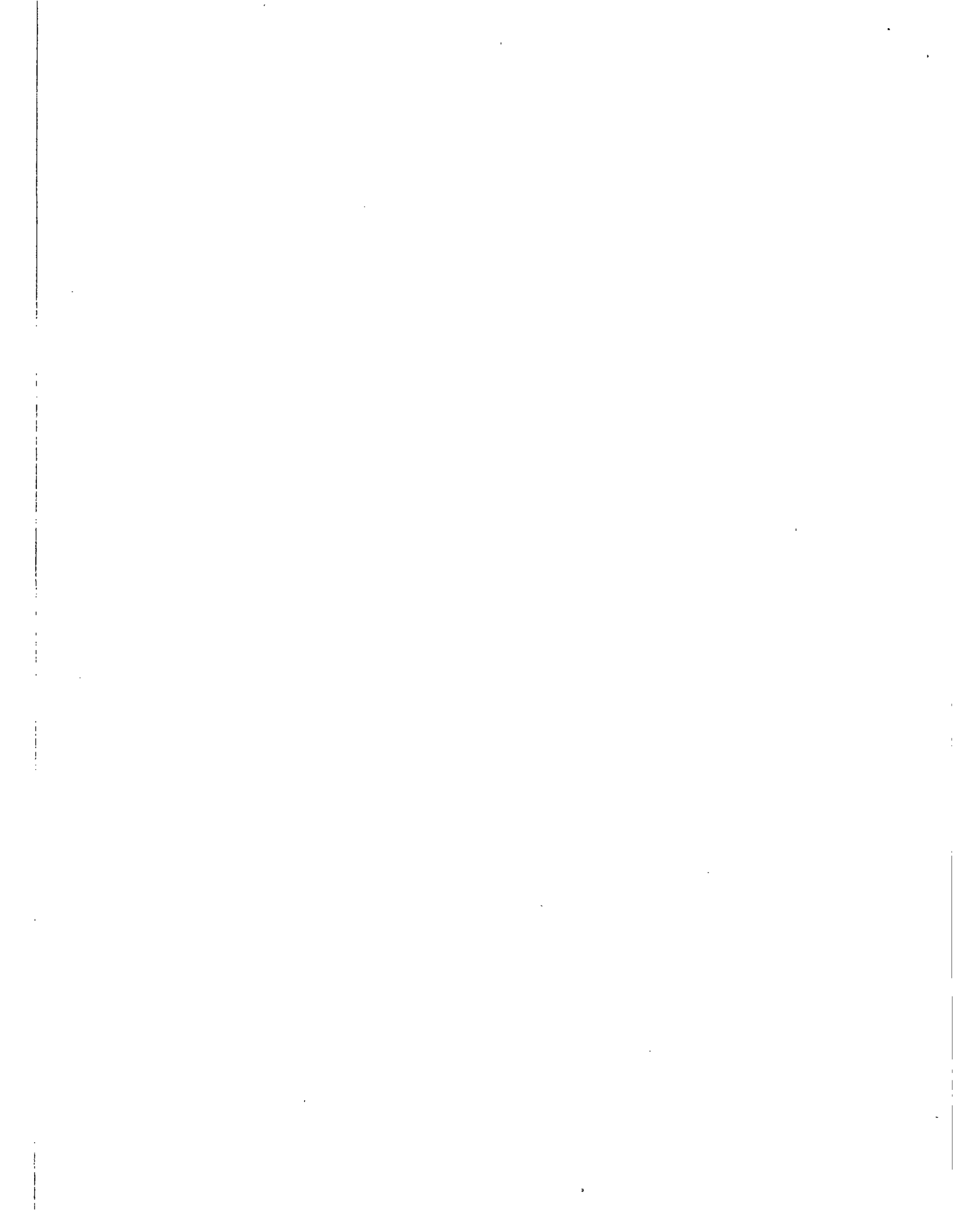
**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Richard A. Magnuson	Chairman
John K. Saer, Jr.	President
Tony P. Lin	Senior Vice President
George Psaras, Jr.	Senior Vice President
CalEast Industrial Investors, LLC	Sole Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
CalEast Industrial Investors, LLC	c/o GI Partners 188 The Embarcadero, Ste 700 San Francisco, CA 94105	100%

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

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

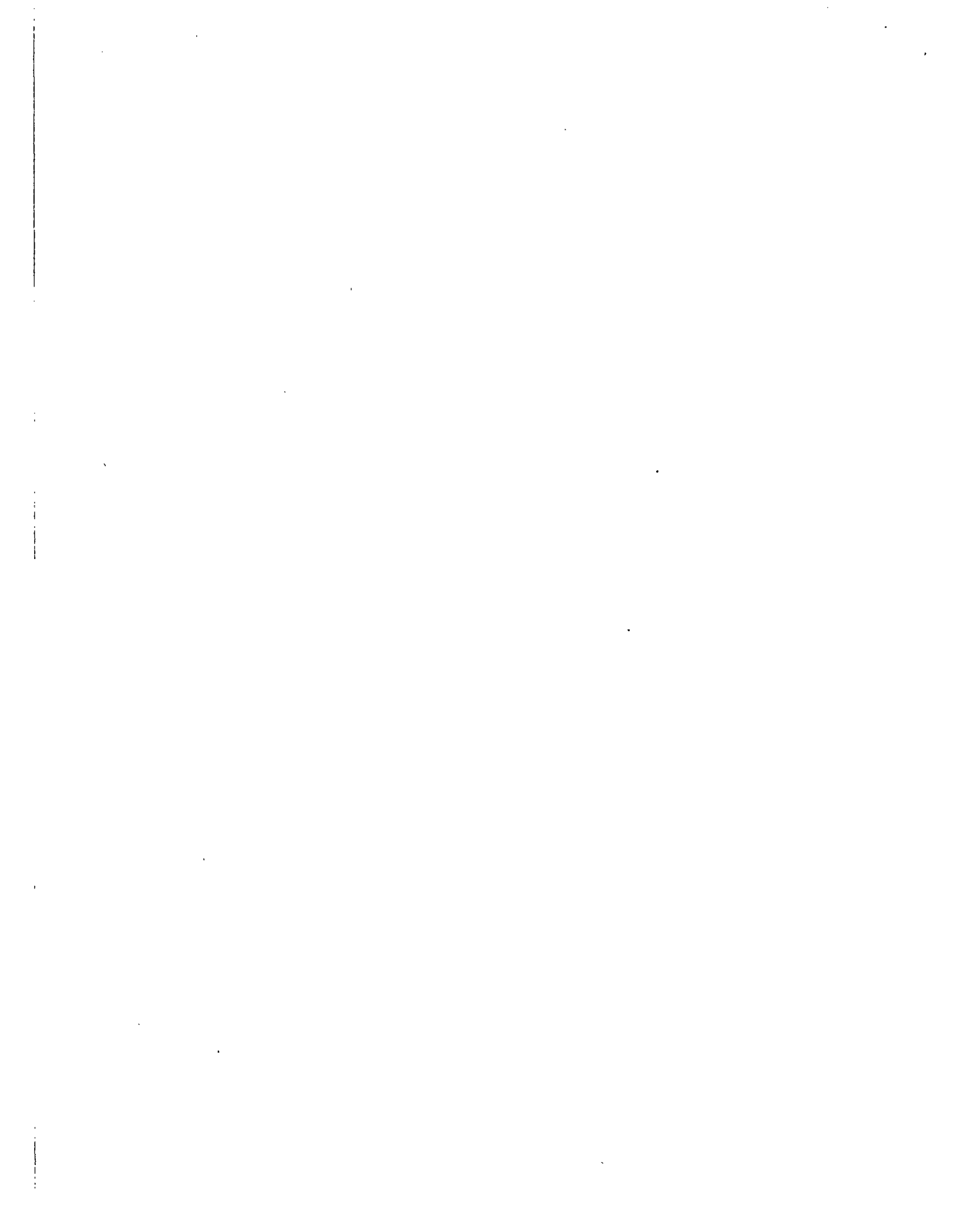
**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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





Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

x ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

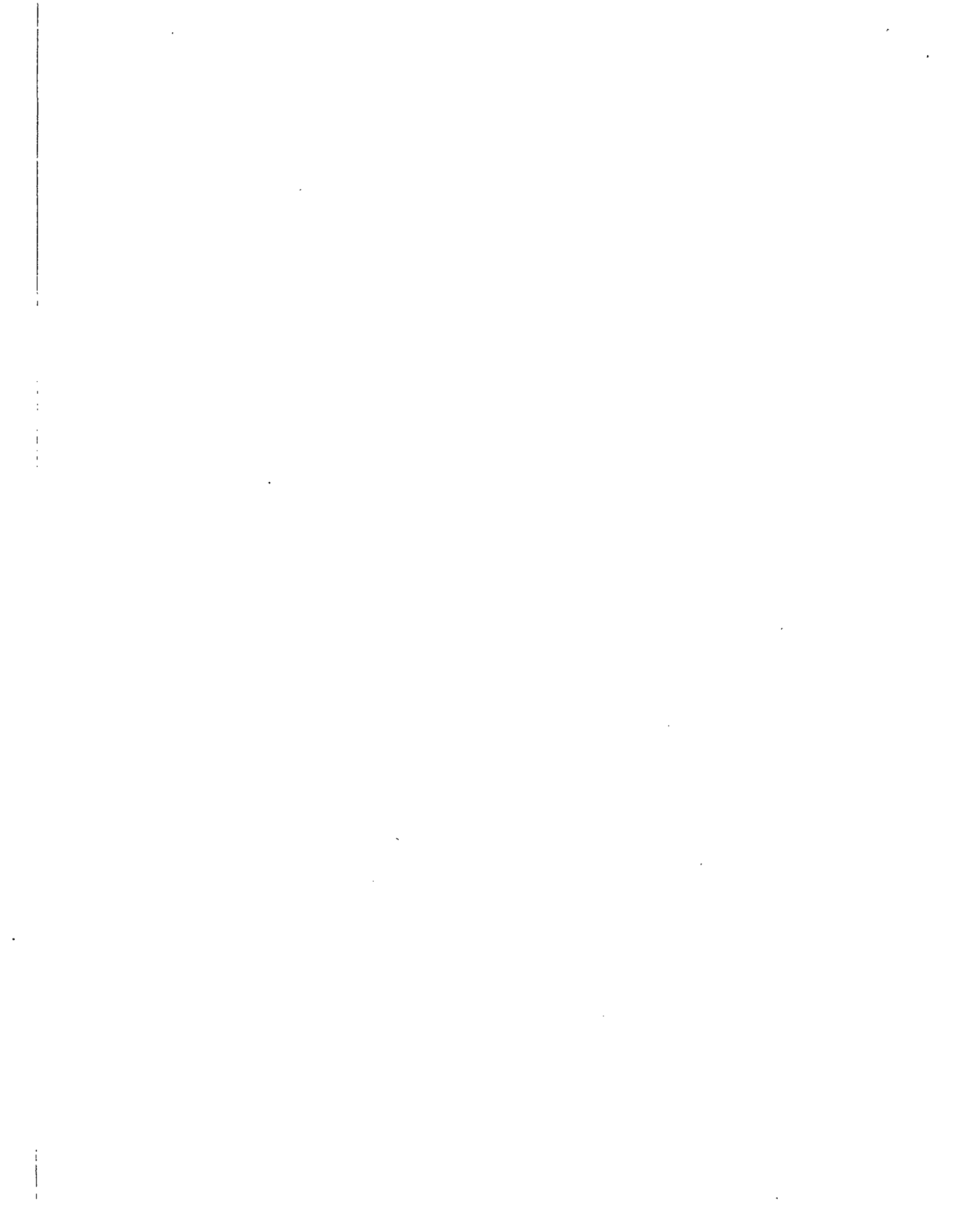
Yes       No       No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

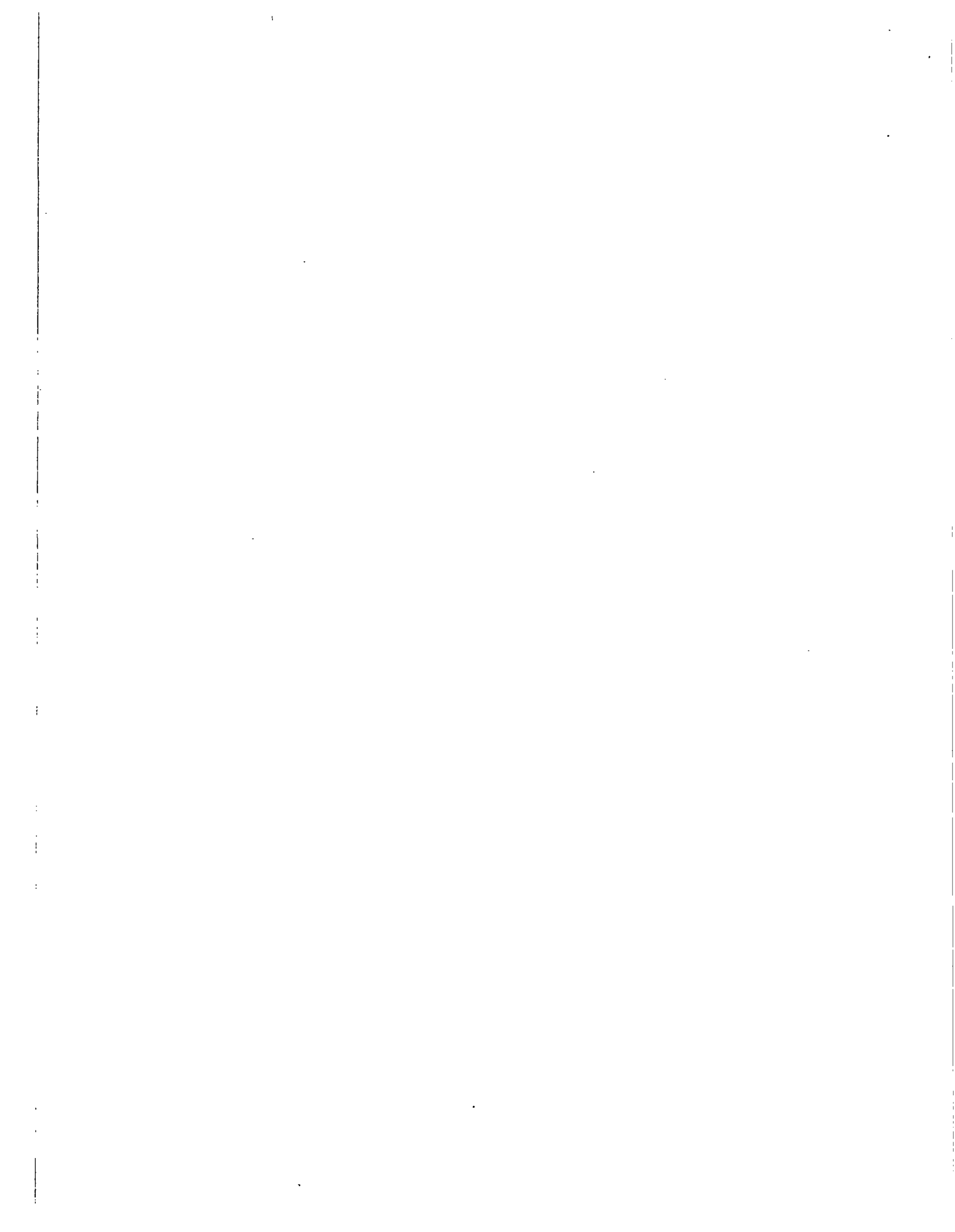


2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").



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

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

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

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

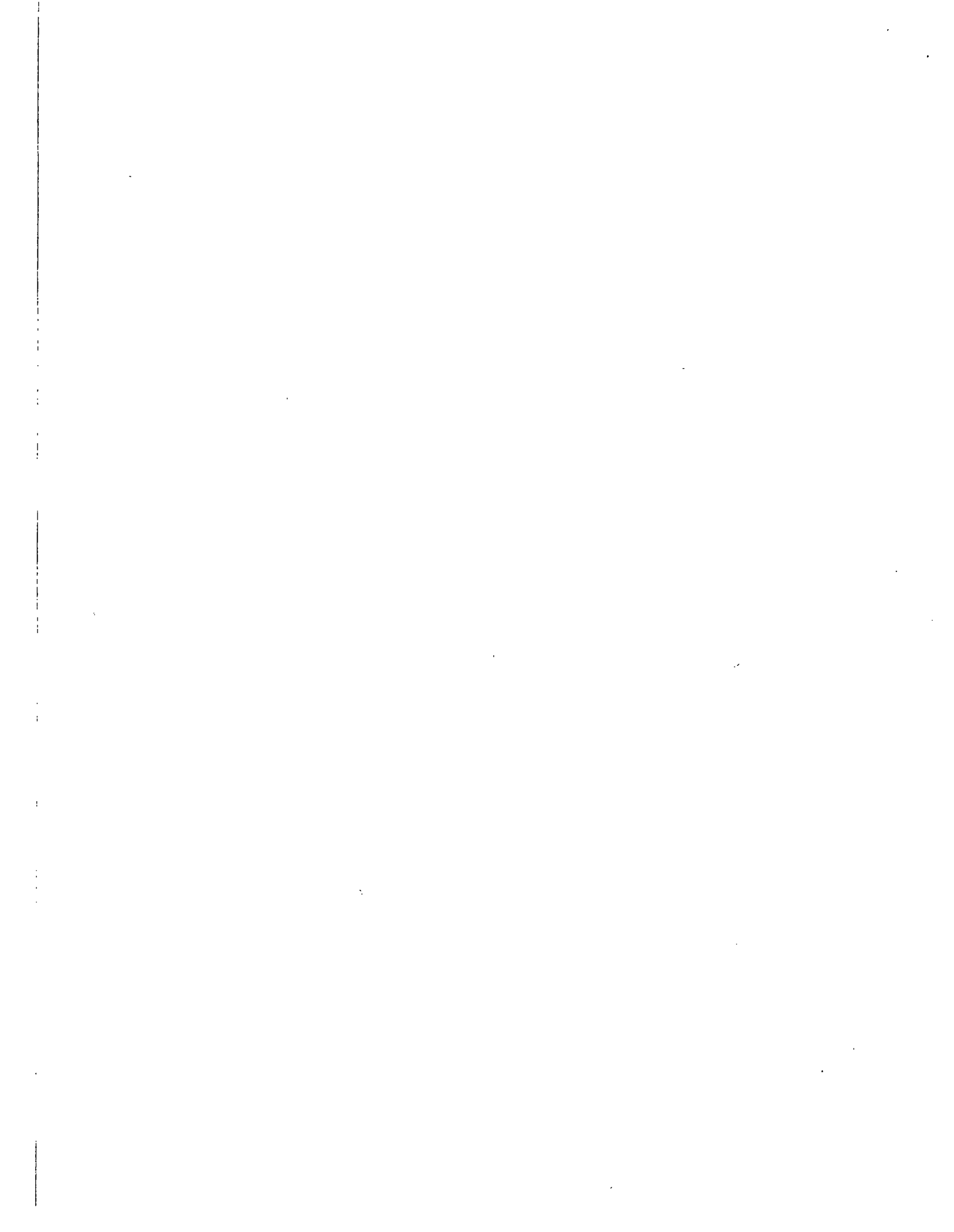
7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

     The Disclosing Party makes these certifications to its actual knowledge after reasonable inquiry.

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

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").  
None.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.  
None.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

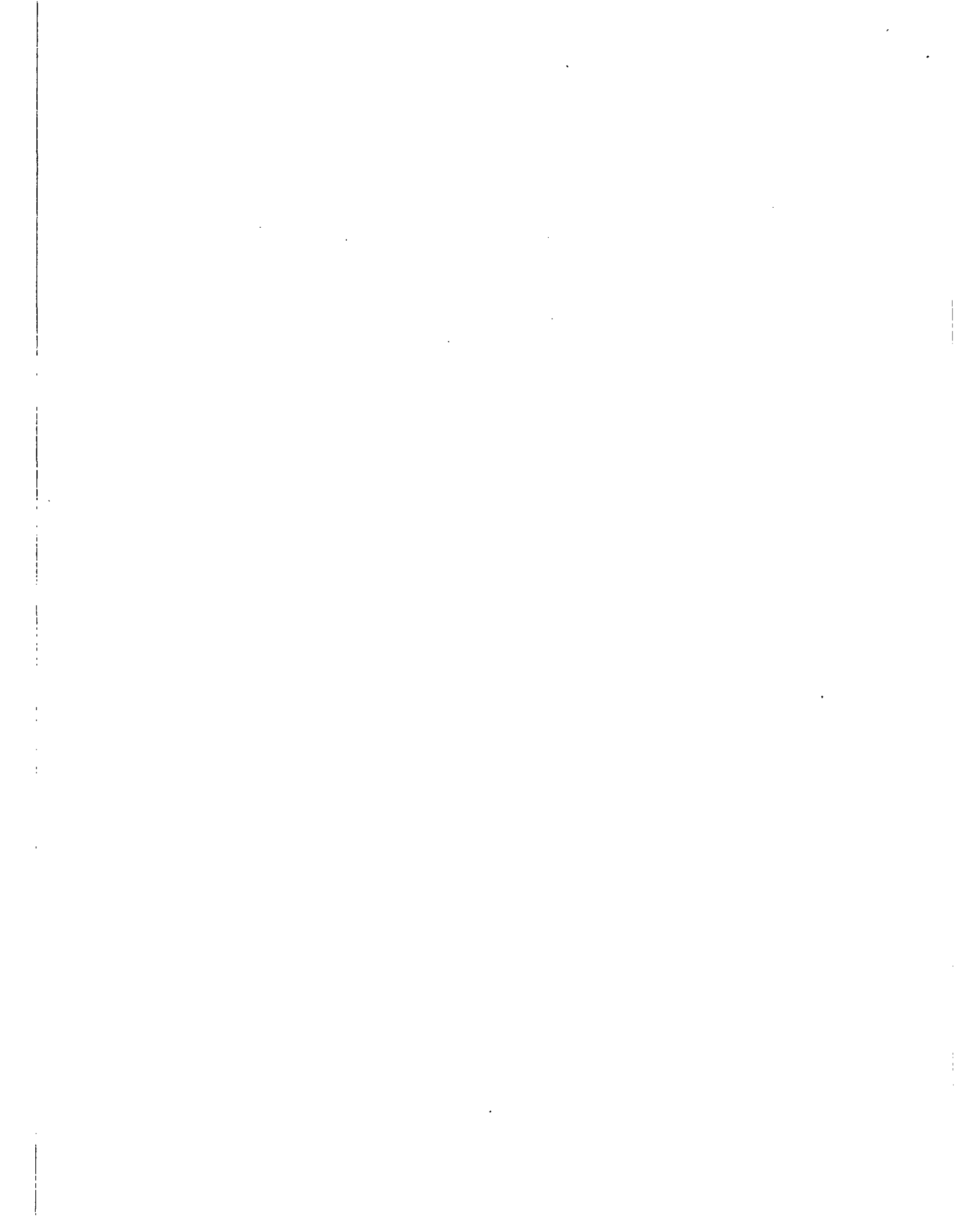
"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming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

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

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

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

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes  No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes  No

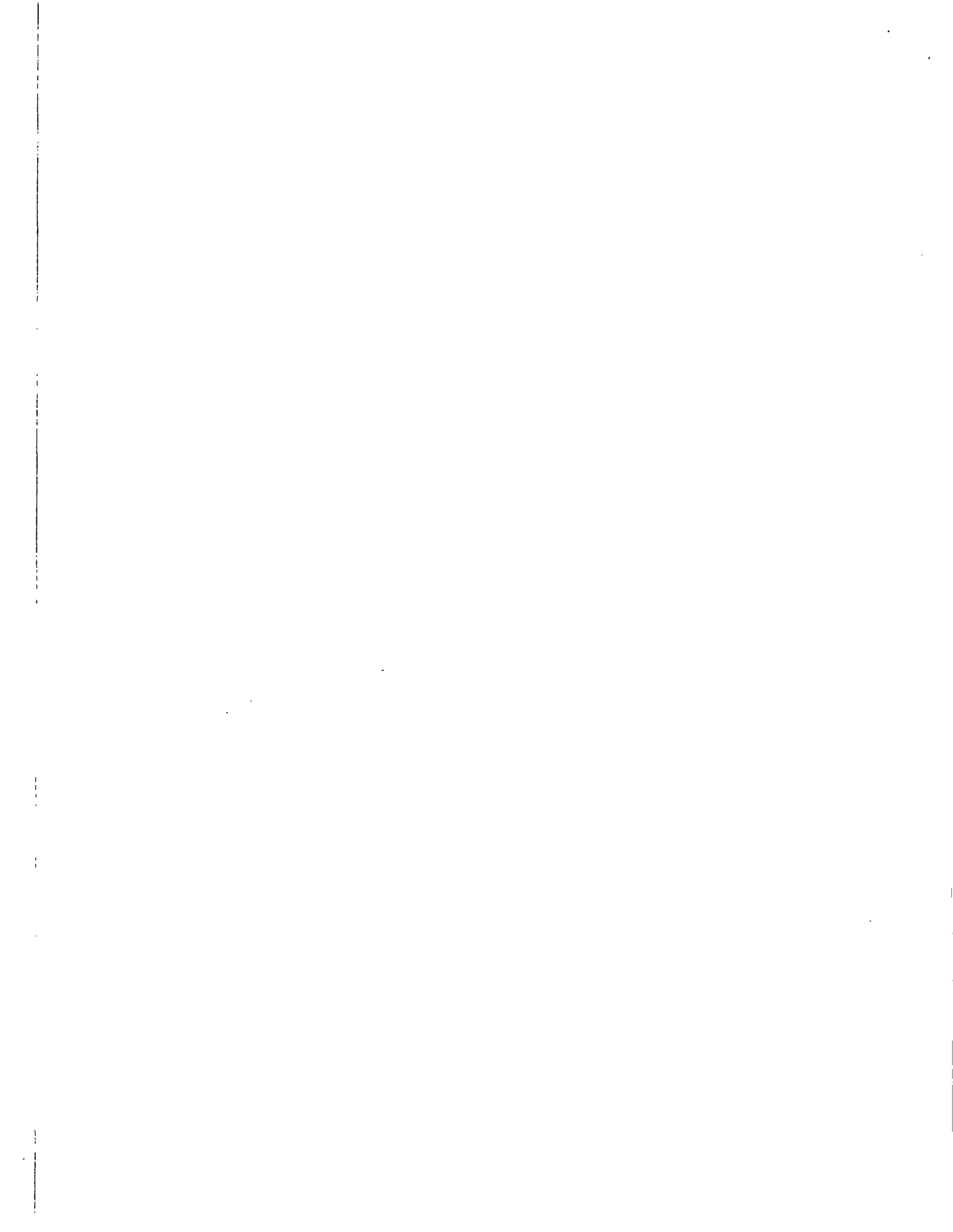
3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  <sup>x</sup> 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

   2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

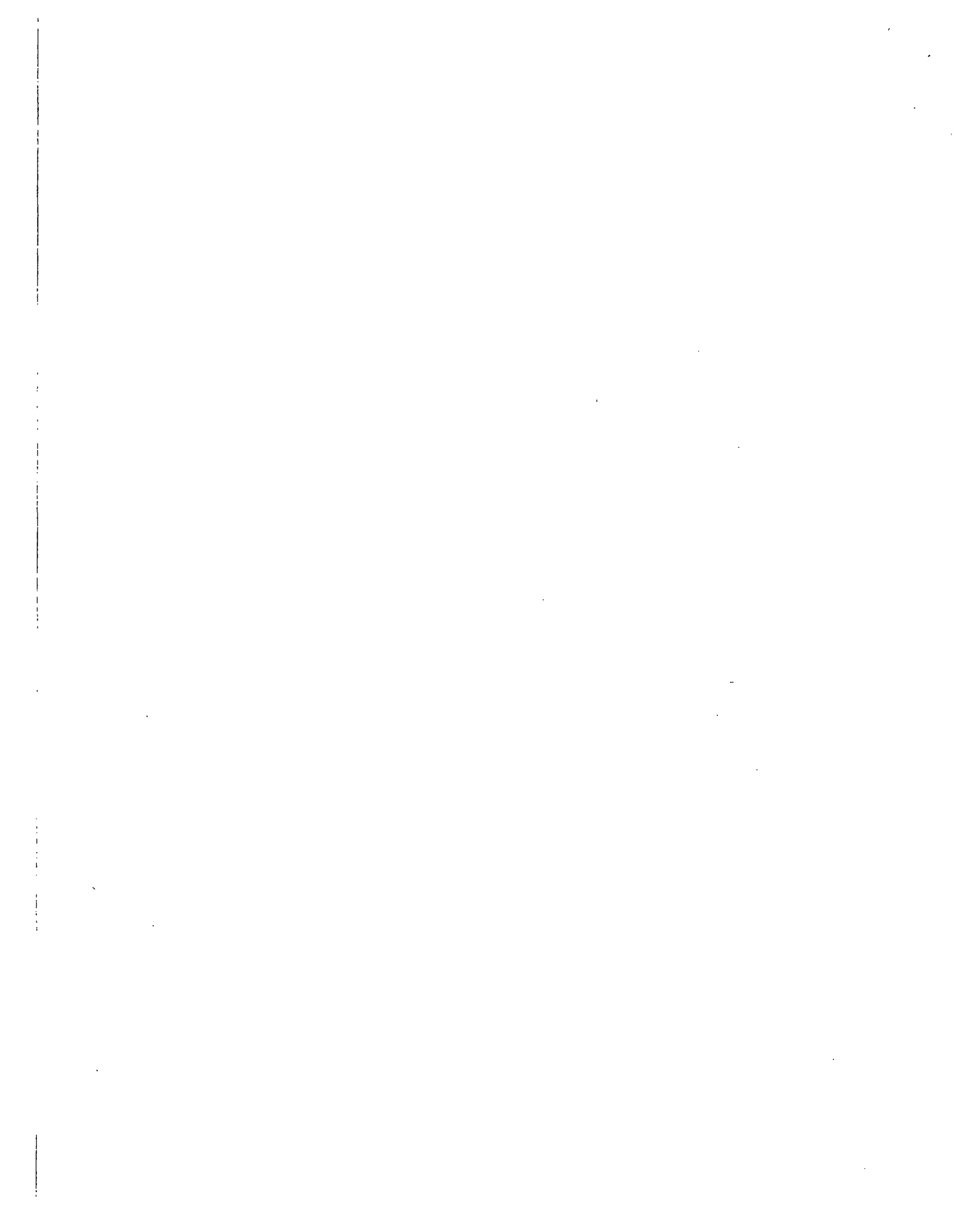
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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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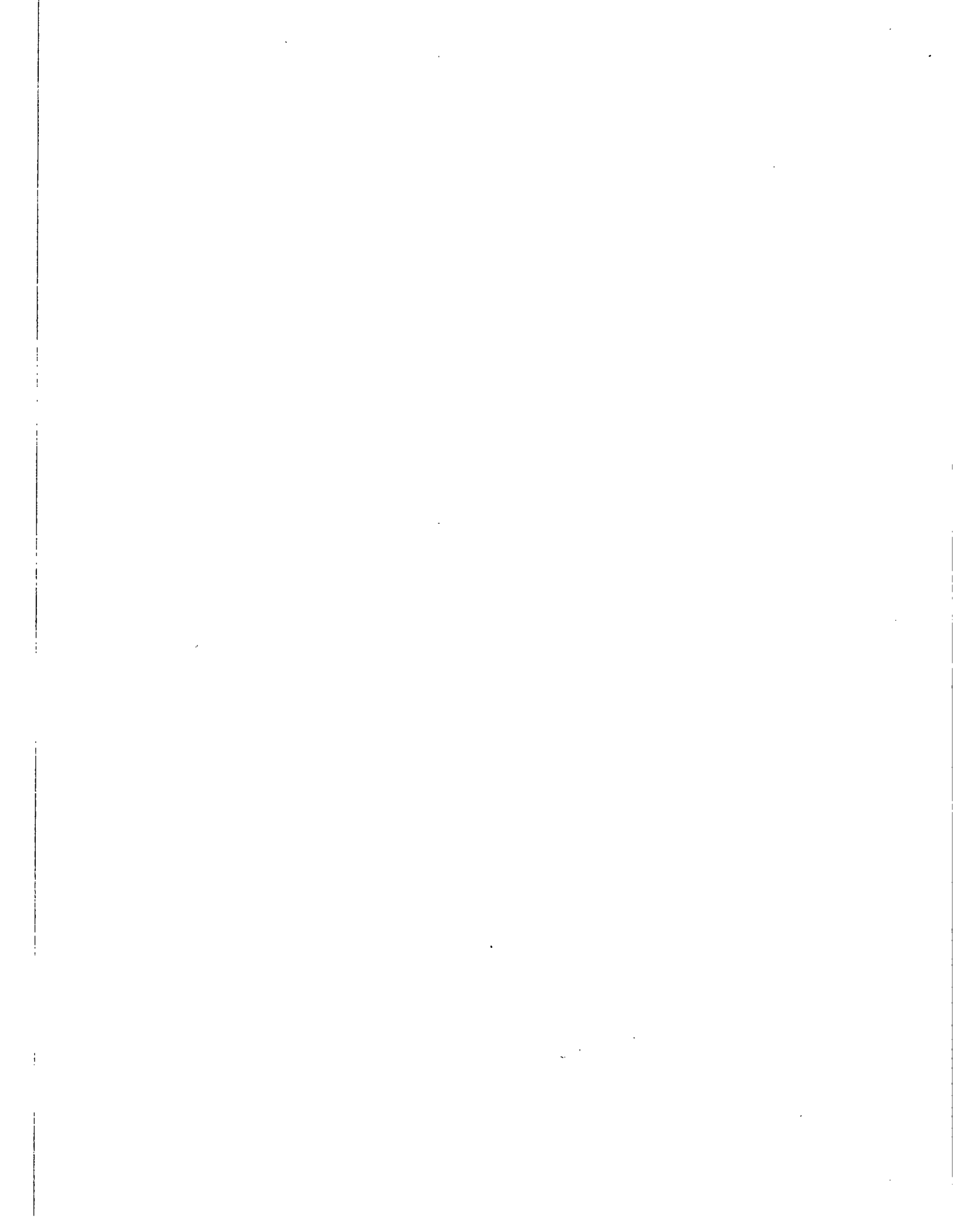
**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:





F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

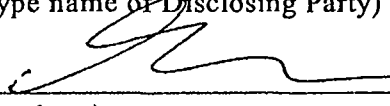
NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

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

CalEast Air Cargo Investors, LLC

\_\_\_\_\_  
(Print or type name of Disclosing Party)

By:   
(Sign here)

Tony P. Lin

\_\_\_\_\_  
(Print or type name of person signing)

Senior Vice President

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_ (state).

*\* See attached  
CA Acknowledgment*

\_\_\_\_\_  
Notary Public.

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

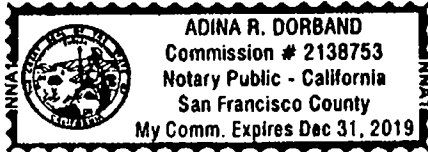
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On March 31, 2016 before me, Adina Dorband, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Tony P. Lin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

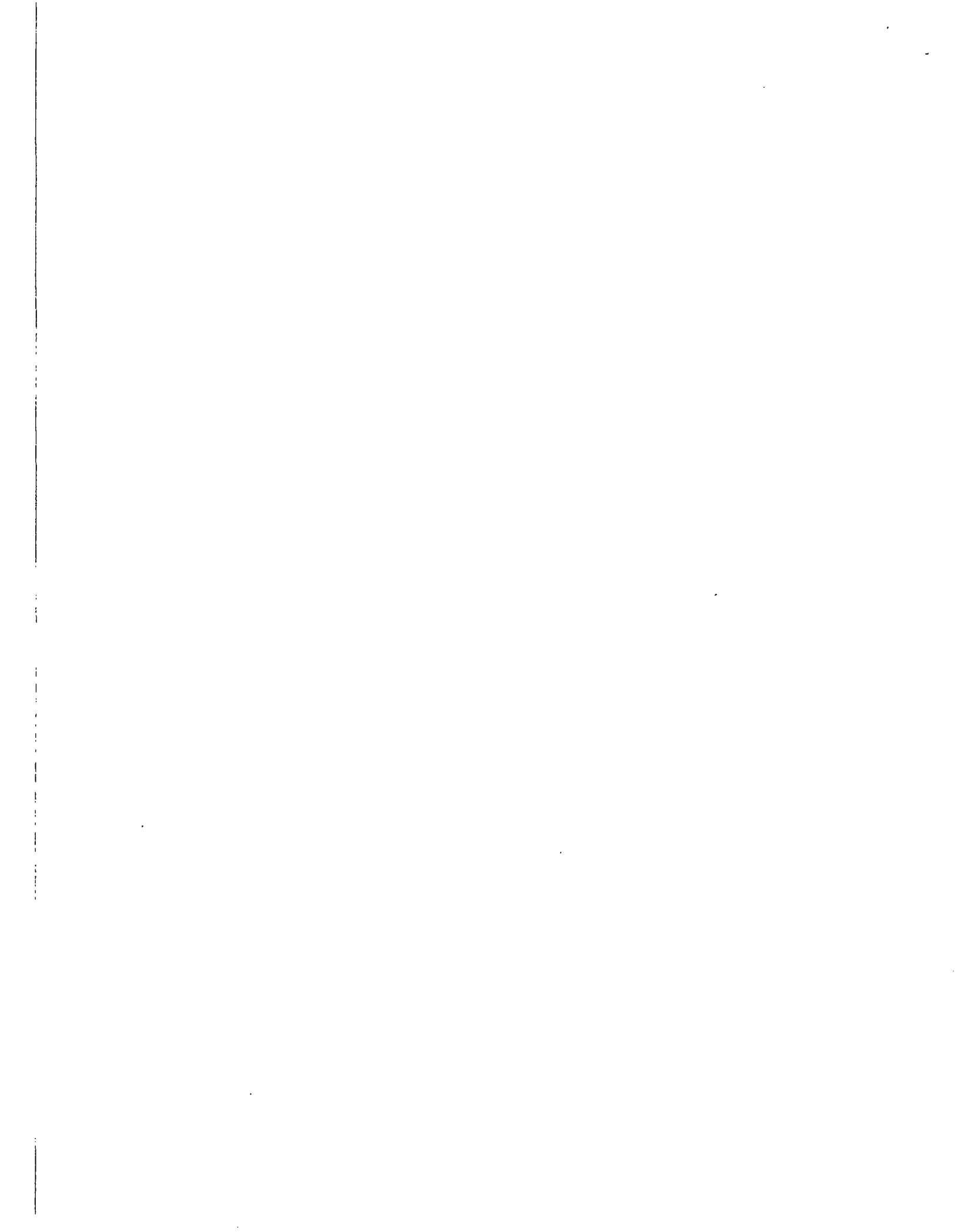
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

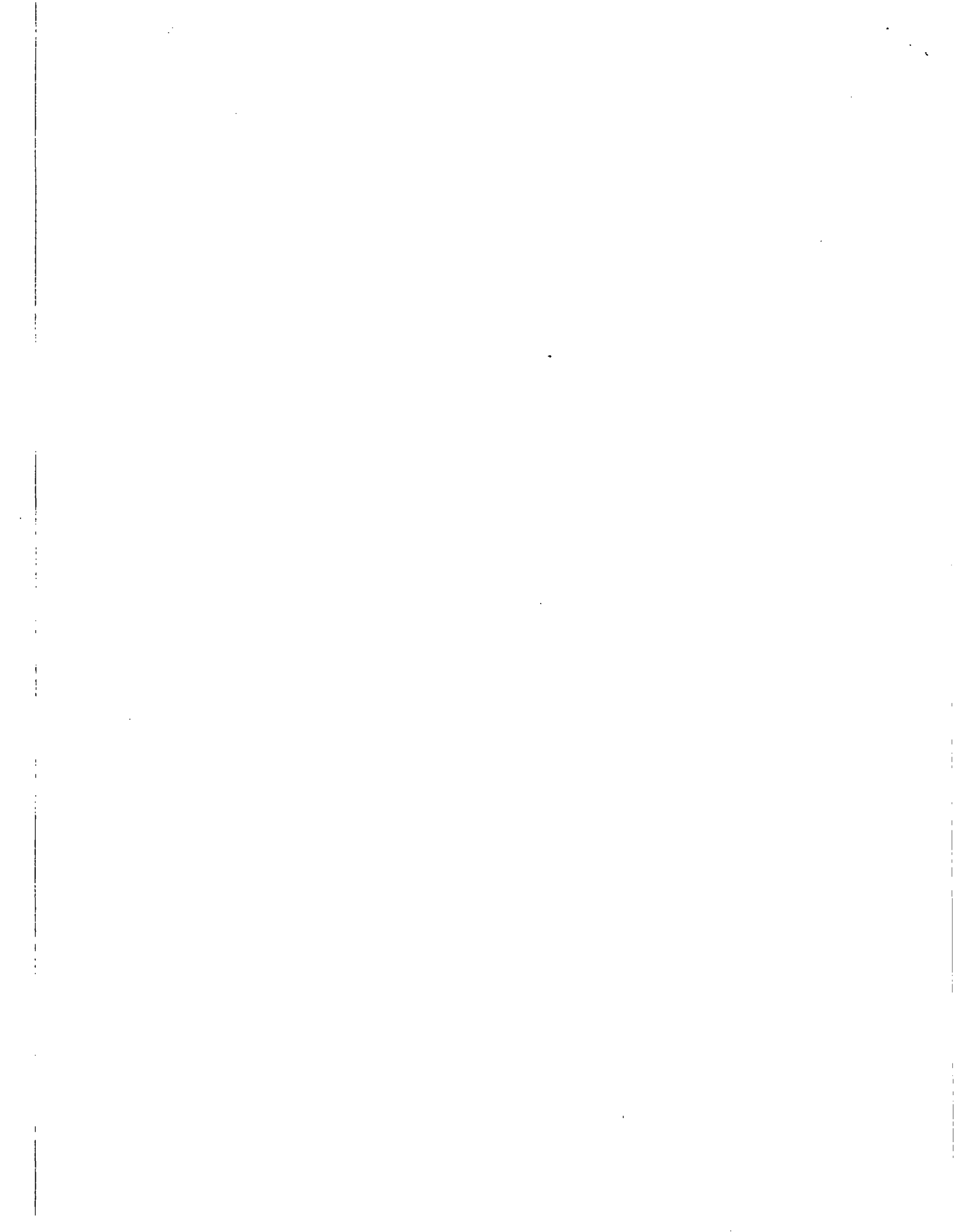
No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

CalEast Industrial Investors, LLC

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**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Aero Chicago, LLC

OR

3.  a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: c/o GI Partners, 188 The Embarcadero  
Ste 700, San Francisco, CA 94105

C. Telephone: 415-688-4818 Fax: 415-688-4801 Email: tony@gipartners.com

D. Name of contact person: Tony P Lin

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

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

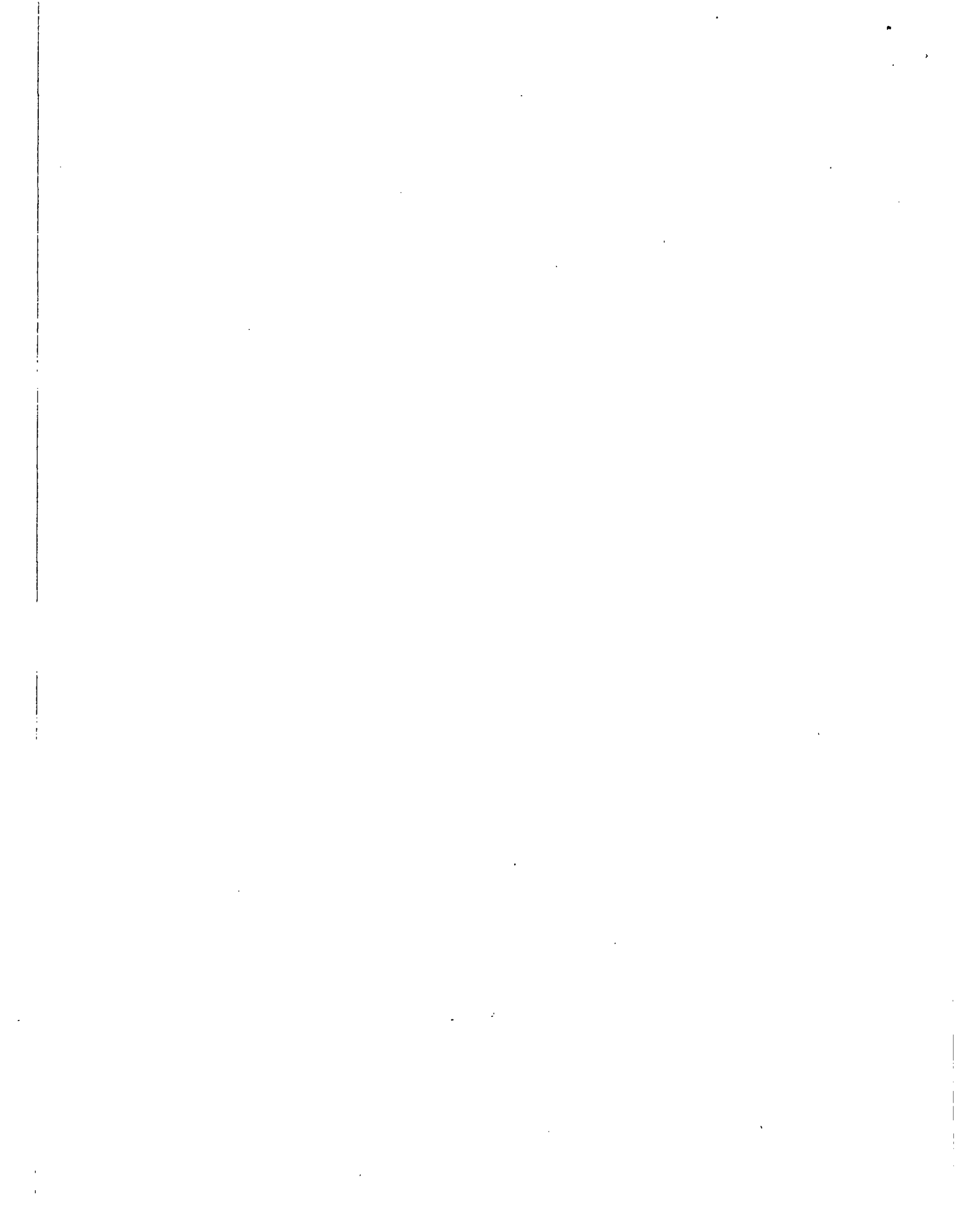
Cargo Facility Phase I Lease amendment - O'Hare Northeast Air Cargo Development

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_





**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?  
 Yes                       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

California

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

- Yes                       No                       N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity.

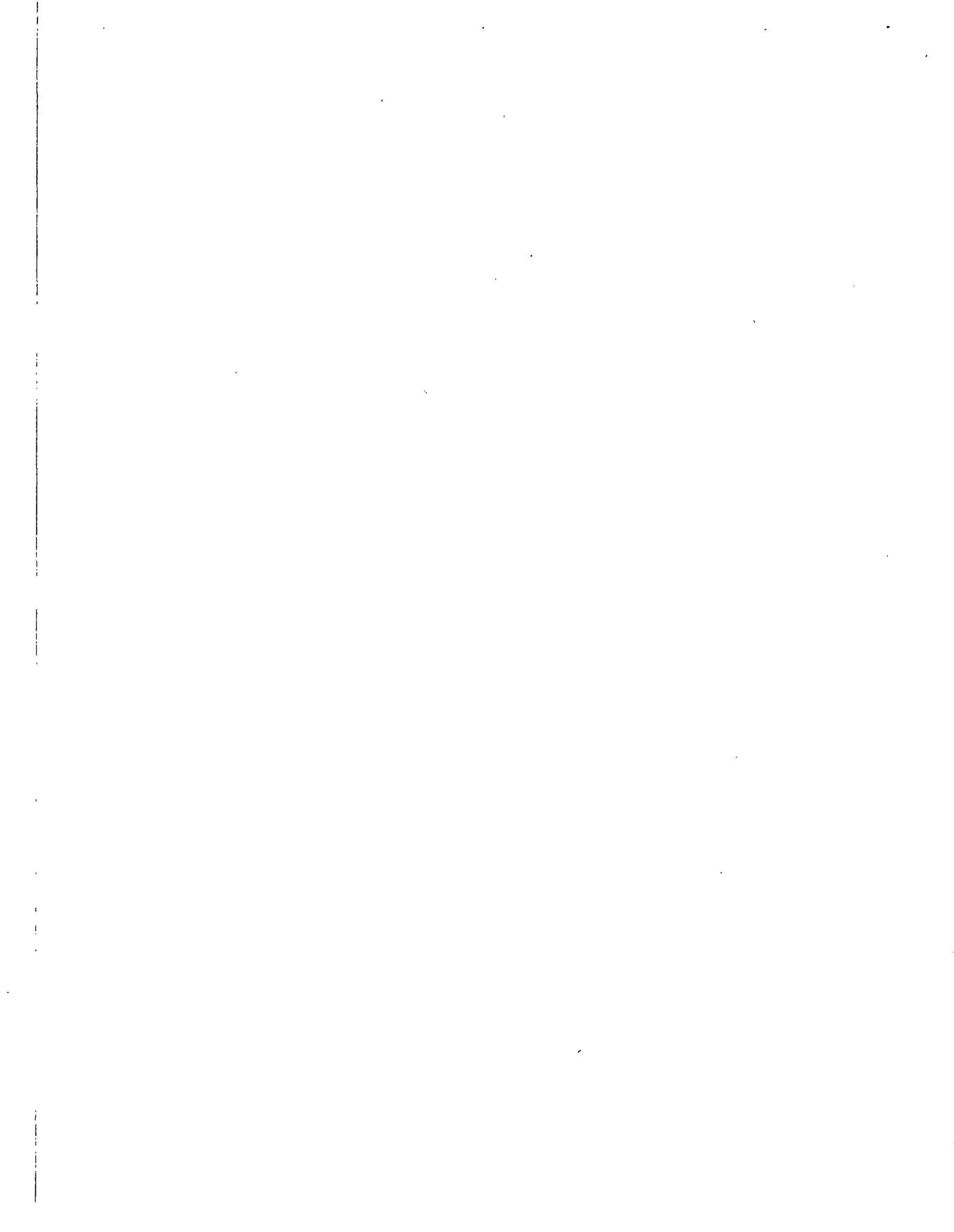
**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Richard A. Magnuson	Chairman
John K. Saer, Jr.	President
Tony P. Lin	Senior Vice President
George Psaras, Jr.	Senior Vice President
GIP Manager (CalEast) LLC	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party	
CalEast Global Logistics, LLC*	c/o GI Partners 188 The Embarcadero, Ste 700 San Francisco, CA 94105	99.75%	— — —

\* Note that entity is an instrument of the California Public Employees' Retirement System, an agency of the executive branch of California State Government and also a public pension plan. —

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

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

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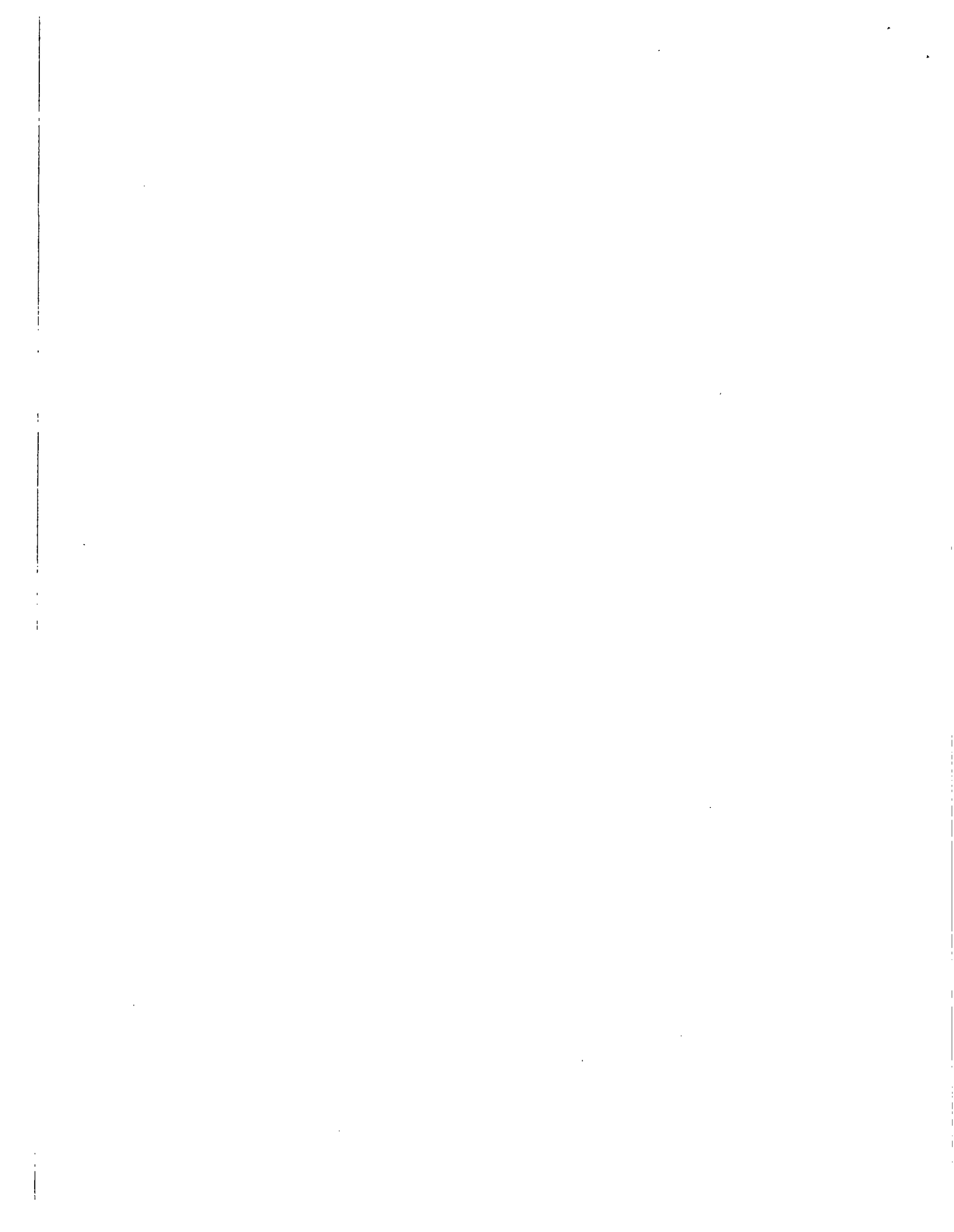
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**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes       No       No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes       No

**B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.



2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").





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

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

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

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

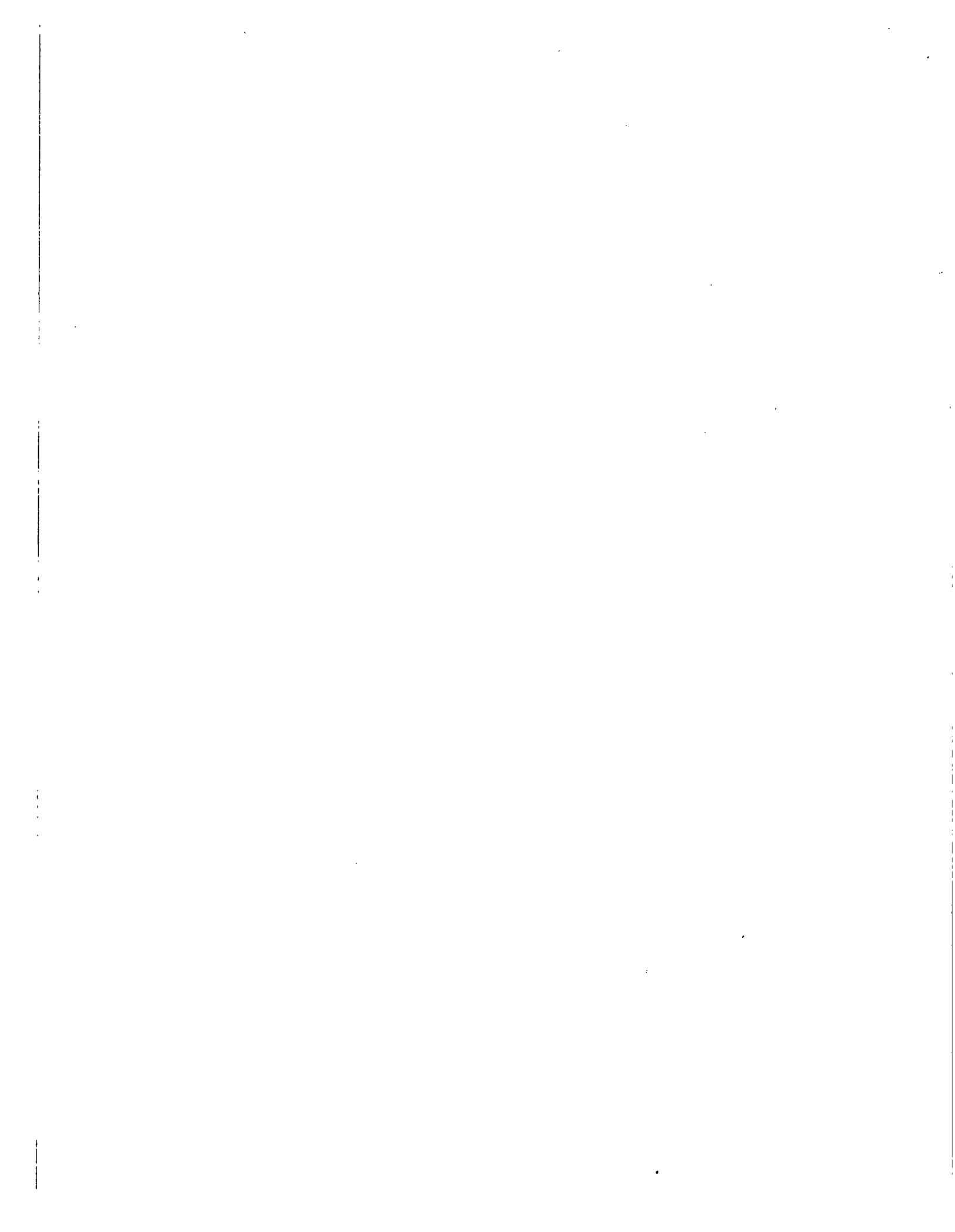
7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

     The Disclosing Party makes these certifications to its actual knowledge after reasonable inquiry.

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

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").  
None.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.  
None.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

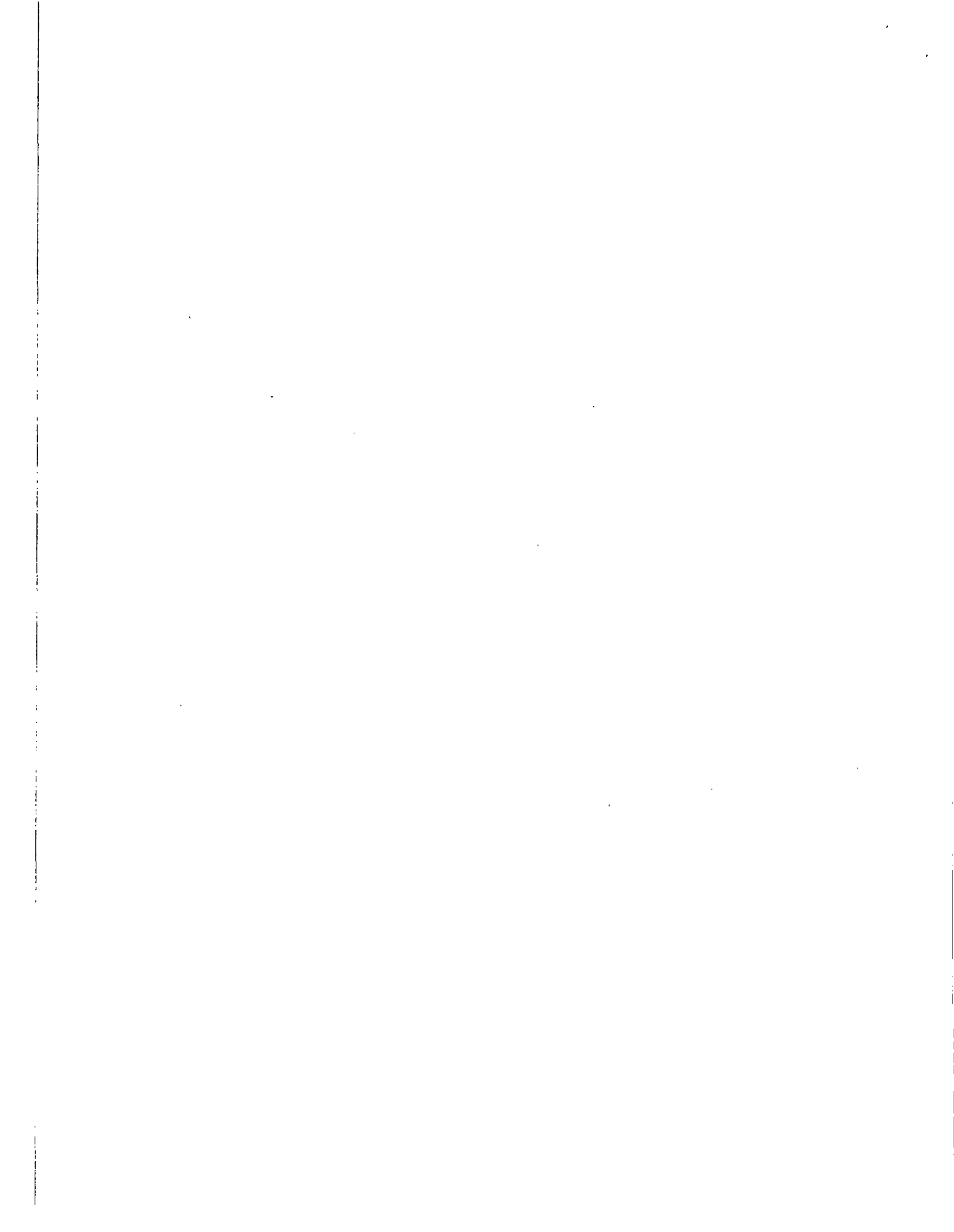
2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

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

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

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

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

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes  No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes  No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  <sup>x</sup> 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

   2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.





3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

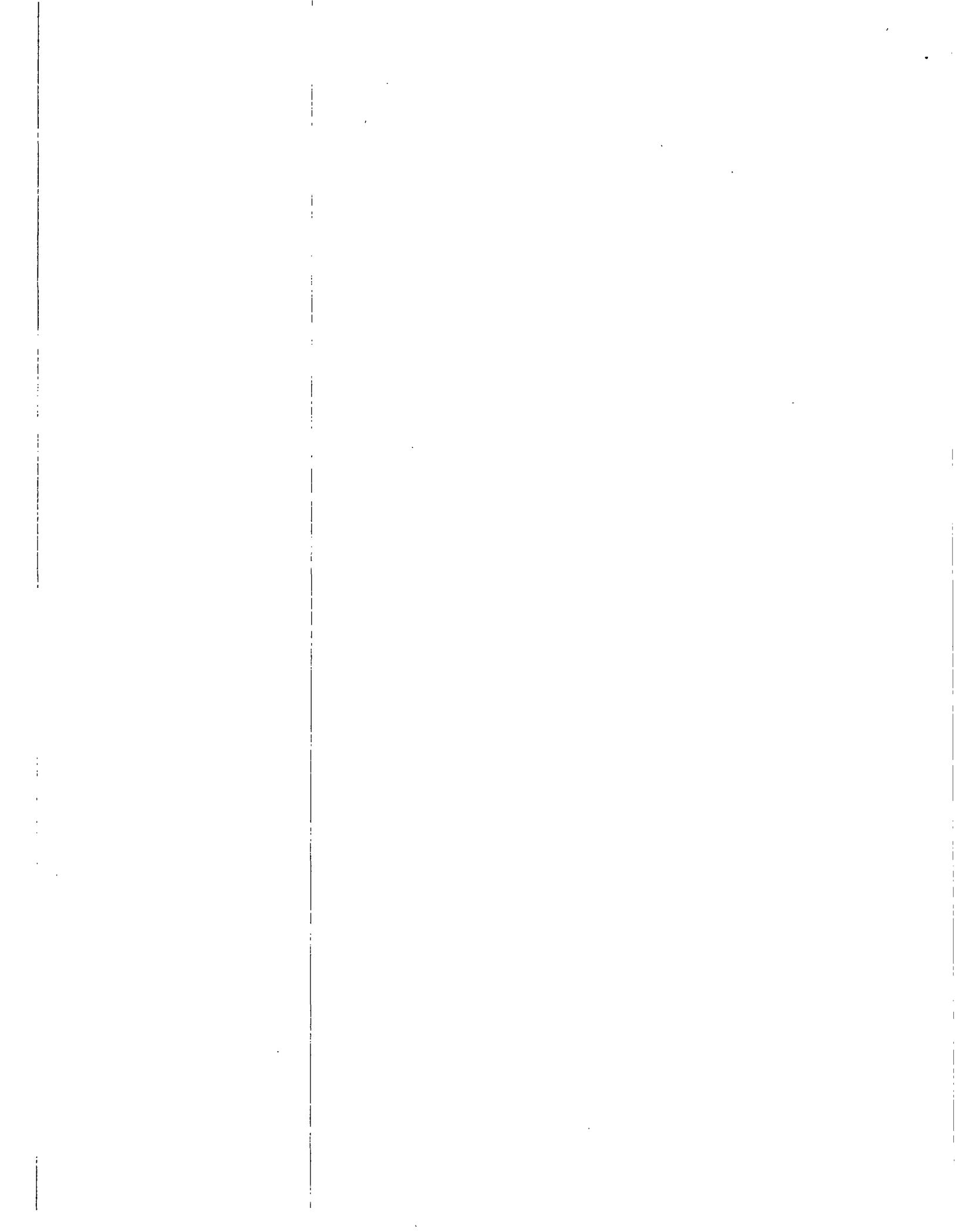
Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:



F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

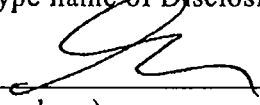
NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

**CERTIFICATION**

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

CalEast Industrial Investors, LLC

\_\_\_\_\_  
(Print or type name of Disclosing Party)

By:   
(Sign here)

Tony P. Lin

\_\_\_\_\_  
(Print or type name of person signing)

Senior Vice President

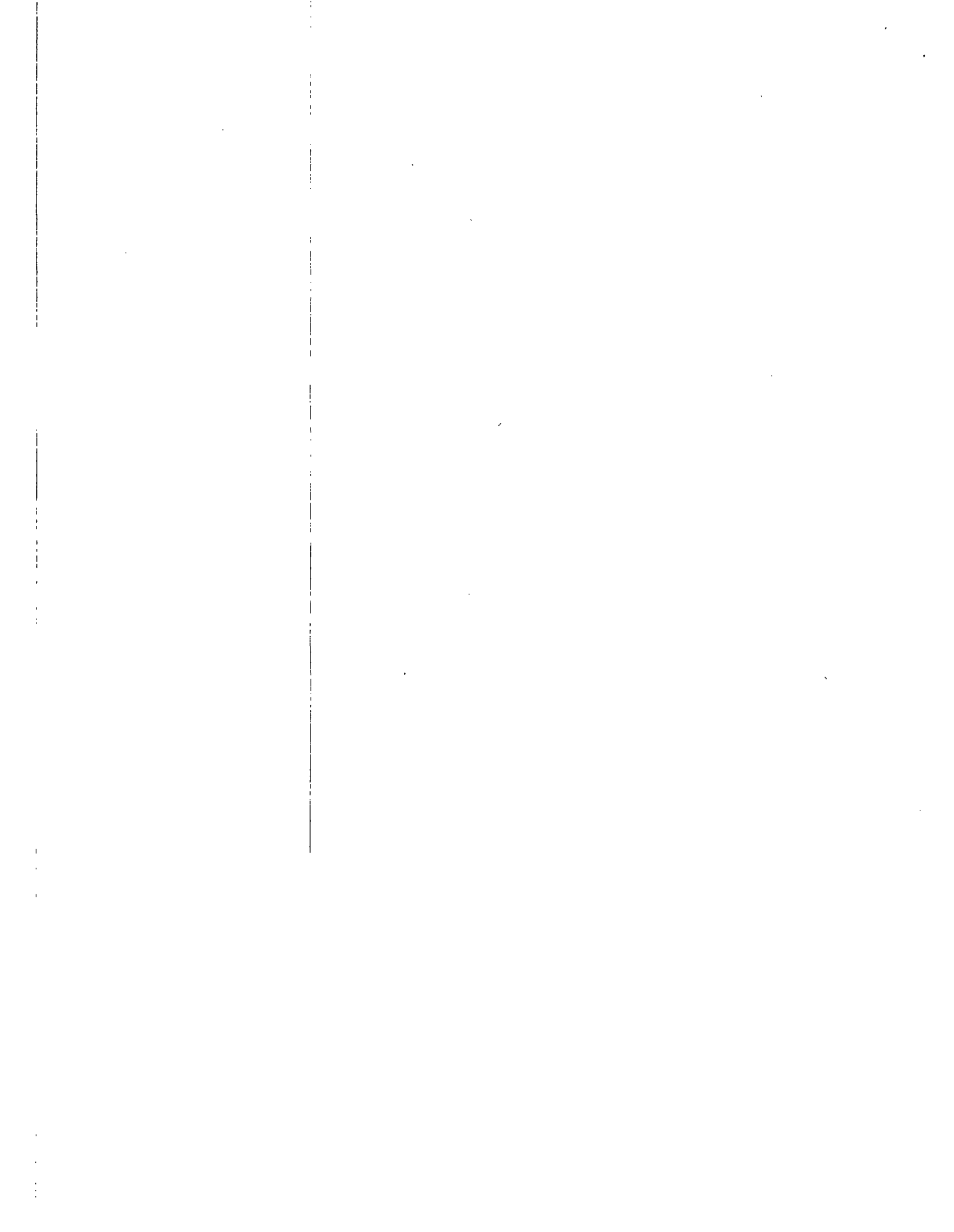
\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public.

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

*\* See attached  
CA Acknowledgment*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

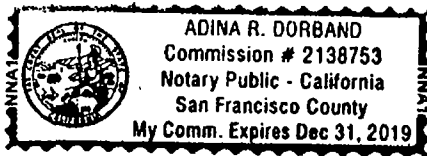
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )  
On March 31, 2016 before me, Adina Dorband, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Tony P. Lin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

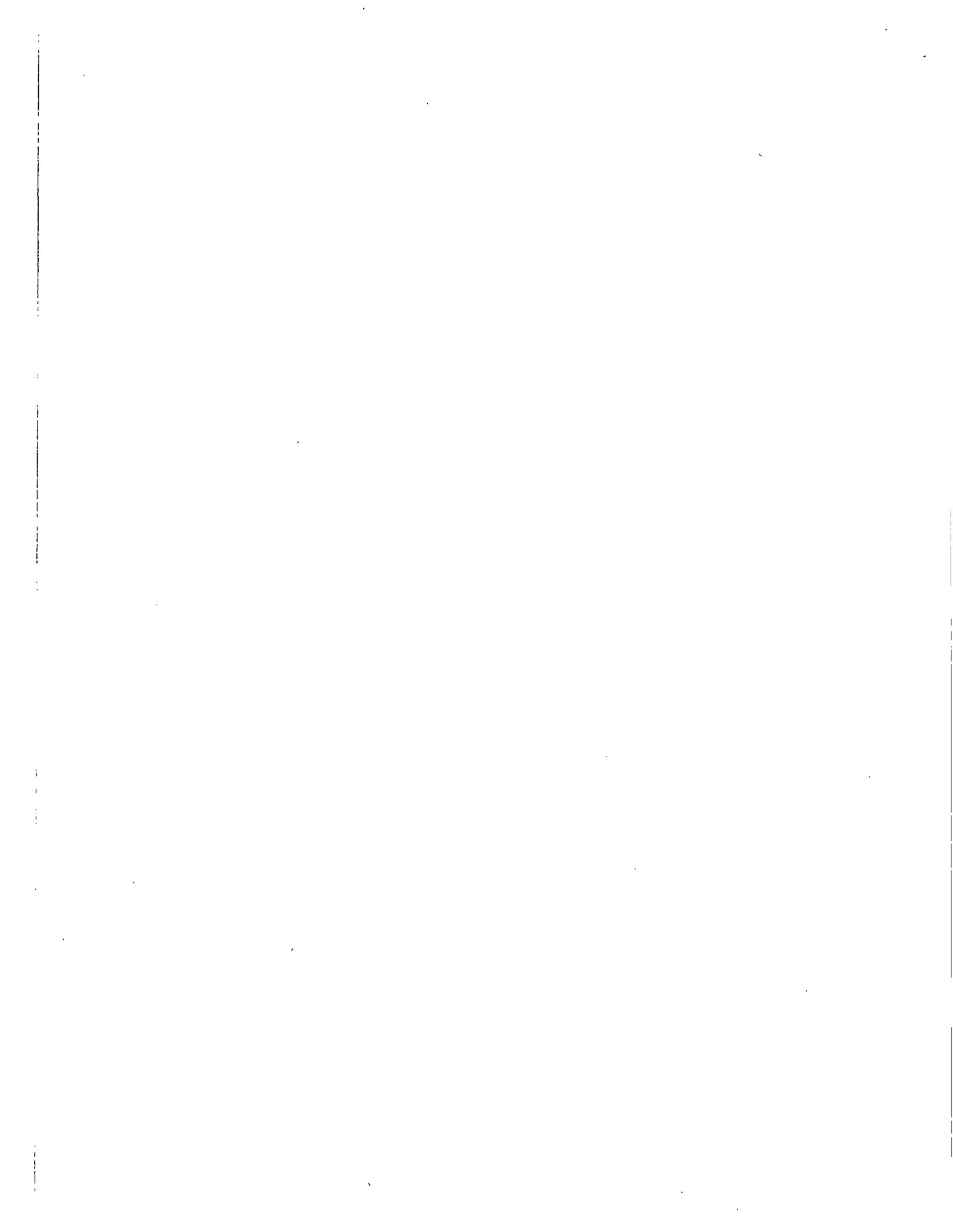
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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