



City of Chicago



O2020-877

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 2/19/2020

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Sale of Union Station air rights to Amtrak under Right of First Offer Agreement in conjunction with Amtrak's Chicago Union Station Headhouse and Union Station Transportation Center improvements

Committee(s) Assignment: Committee on Housing and Real Estate

HSG



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

February 19, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the sale of air rights in conjunction with the Union Station Transportation Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, the City of Chicago is an Illinois municipal corporation and home rule unit of local government ("City"); and

WHEREAS, National Railroad Passenger Corporation is a District of Columbia corporation ("Amtrak"); and

WHEREAS, City owns the property legally described on Exhibit A, attached hereto and incorporated herein (the "City Property"); and

WHEREAS, Amtrak owns the property legally described on Exhibit B, attached hereto and incorporated herein (the "Amtrak Property"); and

WHEREAS, pursuant to the Right of First Offer Agreement between City and Amtrak dated May 1, 2015 (the "ROFO Agreement"), City agreed to grant to Amtrak a right of first offer with respect to certain City-owned air rights (the "Air Rights") over part of the City Property described on Exhibit C attached hereto and incorporated herein (the "Air Space"); and

WHEREAS, pursuant to the ROFO Agreement, at the closing on the sale of the Air Rights by City to Amtrak, the sale proceeds (the "Sale Price") shall be paid into escrow (the "Escrow") with Chicago Title and Trust Company, or such other title company selected by City, subject to a separate escrow agreement to be entered into by and between City and Amtrak (the "Escrow Agreement"); and

WHEREAS, pursuant to the ROFO Agreement, the Sale Price paid into the Escrow (the "Escrow Funds") may be disbursed to reimburse Amtrak for costs and expenses mutually approved by the parties and actually incurred by Amtrak (the "Reimbursement Funds") for the development, redevelopment or further improvement of properties owned by Amtrak and/or Chicago Union Station Company ("Amtrak Properties") within an area bounded by Madison Street on the north, Clinton Street on the west, Harrison Street on the south and the Chicago River on the east (the "Union Station Area"), so long as the development, redevelopment or further improvement of the Amtrak Properties is approved as part of an overall master plan for the Union Station Area and such Reimbursement Funds are set forth in City's approval of Amtrak's plan; and

WHEREAS, pursuant to the Memorandum of Understanding between City and Amtrak dated October 18, 2018 (the "MOU"), said parties entered into an understanding with respect to certain improvements (the "Improvements") to part of one of Amtrak's Properties commonly known as the Chicago Union Station Headhouse (the "Headhouse") located in the block bounded by Adams Street on the north, Canal Street on the east, Jackson Street on the south and Clinton Street on the west, said Improvements described in the MOU; and

WHEREAS, pursuant to the MOU, City and Amtrak agreed that the Reimbursement Funds shall be expended to pay for the Improvements; *provided*, however, that (a) Amtrak shall not be obligated to expend any sums in excess of the greater of \$11,500,000.00 or the Reimbursement Funds and (b) Amtrak shall not be obligated to expend any of its own funds to pay for the Improvements so long as a balance remains in the Escrow; and

WHEREAS, pursuant to the MOU, City and Amtrak acknowledged that Amtrak needs to use the Reimbursement Funds to complete and pay for the Improvements; and

WHEREAS, pursuant to the MOU, City and Amtrak entered into an understanding that so long as Amtrak has commenced the Improvements and, thereafter, so long as Amtrak is acting in good faith pursuant to the MOU and exercising all due diligence to complete the Improvements or in the event of force majeure, City and Amtrak agreed that the time period within which Amtrak may obtain the Reimbursement Funds from the Escrow shall be tolled so as to assure that Amtrak does not lose the right to obtain the Reimbursement Funds to pay for the Improvements; and

WHEREAS, pursuant to the MOU, City and Amtrak affirmed their intent to preserve and use the Reimbursement Funds for the Improvements; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago (the "City Council") on October 31, 2018, and published at pages 88205 through 88288 in the Journal of the Proceedings of the City Council (the "Journal") of such date, Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance was amended by changing all of the Residential Business Planned Development No. 376 and Business Planned Development No. 506 symbols and indications as shown on Map NO. 2-F in the area bounded by West Adams Street; South Canal Street; West Van Buren Street and South Clinton Street, to those of Residential Business Planned No. 376, as amended which thereby established the aforementioned area, subject to such use and bulk regulations as are set forth in the Plan of Development attached to said ordinance ("PD No. 376, as amended"); and

WHEREAS, pursuant to PD No. 376, as amended, the City Property is identified as Sub-Area B; and

WHEREAS, pursuant to PD No. 376, as amended, the Amtrak Property is identified as Sub-Area A; and

WHEREAS, pursuant to PD No. 376, as amended, with respect to Sub-Area B, the floor area ratio building area is 418,344 ft.² (the "Sub-Area B FAR Bldg. Area") and the maximum floor area ratio is 12.00 (the "Sub-Area B Maximum FAR"); and

WHEREAS, the Sub-Area B FAR Bldg. Area and Sub-Area B Maximum FAR are part of the Air Rights vested in City; and

WHEREAS, pursuant to the MOU and PD No. 376, as amended, City and Amtrak entered into an understanding that City is authorized, upon Amtrak's written request, to approve a minor change to PD No. 376, as amended (provided that such minor change will not result in an increase in the maximum permitted floor area ratio for the total net site area of Sub-Area A), such that 417,344 ft.² of the Sub-Area B FAR Bldg. Area will be transferred from Sub-Area B to Sub-Area A upon Amtrak's exercise of its rights under the ROFO Agreement; and

WHEREAS, pursuant to a letter agreement between City and Amtrak dated April 1, 2019 (the "ROFO Agreement Amendment"), City and Amtrak agreed to amend the ROFO Agreement (the ROFO Agreement and ROFO Agreement Amendment collectively referred to herein as the "ROFO Agreements"); and

WHEREAS, Amtrak desires to purchase the Air Rights from City and City desires to sell the Air Rights to Amtrak subject to the terms and conditions of a purchase and sale agreement (the "PSA");

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council. Copies of the ROFO Agreements and the MOU are attached hereto as

SECTION 2. The sale of the Air Rights is hereby approved. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver both the PSA and the Escrow Agreement, and such other supporting documents as may be necessary or appropriate to the purposes hereof, with such changes, deletions and insertions as shall be approved by the persons executing the same.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION

CITY PROPERTY
(TRANSIT CENTER)

PARCEL 1:

LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION

AMTRAK PROPERTY
(CHICAGO UNION STATION HEADHOUSE)

Parcel 1:

Lot 'A' in Consolidation by Chicago Union Station Company of Lots 1 to 12, in Block 51, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

(1) The South 1/2 of West Adams Street between the West Line of South Canal Street and the center line of South Clinton Street;
(2) The East 1/2 of South Clinton Street between the center line of West Adams Street and the center line of West Jackson Street; and
(3) The North 1/2 of West Jackson Street between the West Line of South Canal Street and the center line of South Clinton Street, in Cook County, Illinois.

Parcel 3:

All of South Canal Street between the center line of West Adams Street and the centerline of West Jackson Street;

Also,

The West 20.00 feet of Lot 6 in Railroad Company's Resubdivision of Blocks 62 to 76, both inclusive, Block 78 and parts of Blocks 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded of said resubdivision recorded March 29, 1924 in Book 168 of plats at Page 16 as document 8339751,

Excepting from Parcel 3, the land vacated by ordinance recorded February 14, 1977 as document 23819497 (and as to that part of 20 foot strip of Lot 6 included therein, also released from 1914 street easement 5499205, by ordinance recorded February 14, 1977 as document 23819498) and conveyed as Parcel 3 in Deed dated October 10, 2001 and recorded October 24, 2001 as document 0010994187 from Chicago Union Station Company to 222 South Riverside Fee, LLC described as follows:

The property and space lying between horizontal planes which are 42.25 feet and 90.00 feet, respectively, above Chicago City Datum, and enclosed by planes extending vertically upward from the surface of the earth, of a parcel of land comprised of a part of Lot 6, and of a part of South Canal Street lying west of and adjoining said Lot 6, in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77, and certain vacated streets and alleys in school section addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian which parcel of land is bounded and described as follows:

Beginning on the east line of the west 20 feet of Lot 6, at a point which is 0.938 feet north from the south line of said Lot 6, and running thence west along a line perpendicular to the east line of the west 20 feet aforesaid, a distance of 25.416 feet; thence north, parallel with the west line of said lot 6, a distance of 101.083 feet; thence east along a line perpendicular to the last described course, a distance of 25.416 feet to an intersection with the east line of the west 20 feet of said Lot 6; and thence south along the east line of the west 20 feet aforesaid, a distance of 101.083 feet to the point of beginning together with the space in which to construct, use, maintain, repair,

replace or renew from time to time adequate columns and foundations for the building contemplated by the lease then in existence in the excepted space, as defined in the air rights lease dated January 15, 1969 and recorded January 31, 1969 as document 20744919, and as similarly defined in ancillary prime lease dated June 1, 1977 and recorded November 1, 1977 as document 24173017, all in Cook County, Illinois.

EXHIBIT C
LEGAL DESCRIPTION
AIR SPACE
(CITY PROPERTY)

PARCEL 1:

LOTS 1 AND 2 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM, COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D
ROFO AGREEMENTS AND MOU

RIGHT OF FIRST OFFER

THIS RIGHT OF FIRST OFFER (“**Agreement**”) is made and entered into this 15th day of May, 2015, by and between **CITY OF CHICAGO**, a municipal corporation (“**City**”) and **NATIONAL PASSENGER RAILROAD CORPORATION**, a corporation of the District of Columbia (“**Amtrak**”).

For and in consideration of the release of Amtrak’s Easement and the covenants and agreements of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Amtrak hereby covenant and agree as follows:

1. **General.**

A. **Background.**

(1) City owns the property legally described on Exhibit A, attached hereto and incorporated herein (“**City Property**”) and Amtrak owns the property legally described on Exhibit B, attached hereto and incorporated herein (“**Amtrak Property**”). City intends to develop the City Property with an intermodal transit center.

(2) Amtrak has easement rights over the City Property under that certain Easement Appurtenant recorded April 27, 1990 (“**Easement**”) and has agreed to release them in exchange for the rights set forth in this Agreement.

(3) As a material inducement and condition for Amtrak to release the Easement, City has agreed to grant to Amtrak a right of first offer with respect to certain City-owned air rights over the City Property, as described on Exhibit C attached hereto and incorporated herein (“**Air Rights**”), in the event (i) City intends to transfer all or any portion of the Air Rights, (ii) City intends to redevelop the City Property in any manner which will impair, limit or interfere with the Air Rights, or (iii) Amtrak is redeveloping the Amtrak Property or desires to develop the Air Rights.

B. **Definitions.** The capitalized terms have the meanings so ascribed to those terms in this Agreement and in Schedule I which is hereby incorporated by reference and made a part of this Agreement.

2. **Term.** The term of this Agreement (the “**Term**”) shall commence upon the date of the release of the Easement (the “**Effective Date**”) and shall end on the earlier to occur of (i) the 30th anniversary of the Effective Date, (ii) the date of a Transfer or (iii) the date the City may commence Development pursuant to Section 3.B.4. Upon expiration or termination, the parties shall execute a release in recordable form within thirty (30) days after request from the other party.

3. **First Offer Rights.** During the Term of this Agreement and prior to consummating a Transfer or the City receiving the right of Development pursuant to Section 3.B.4, the parties shall comply with the terms and conditions of this Section 3. City shall not Transfer to any party other than Amtrak, pursue any development of the Air Rights, or commence any Development or any component thereof, without the prior consent of Amtrak, such consent not to

be unreasonably withheld, conditioned or delayed, unless such Amtrak rights under this Agreement with respect to the Air Rights have ceased pursuant to either Sections 3.A.3 or 3.B.4.

A. Competing Offer and Match Right.

(1) Except if a City First Offer Acceptance Notice or an Amtrak First Offer Acceptance Notice is outstanding, during the Term of this Agreement, if a Third Party presents City with an unsolicited (i) bona fide written letter of intent, (ii) offer or (iii) proposed purchase agreement to acquire the Air Rights that, but for the existence of this Agreement, City would be willing to accept (a "**Competing Offer**"), City shall give written notice of such (a "**Competing Offer Notice**") to Amtrak. City shall reject any such unsolicited letter, offer or proposed agreement if a City First Offer Acceptance Notice or an Amtrak First Offer Acceptance Notice is outstanding. City shall include in the Competing Offer Notice a term sheet that lists only the following terms: the price ("**Competing Offer Sale Price**"), due diligence period, closing date, form and timing of consideration, seller financing, if any, and all buyer contingencies. Amtrak shall have the right to acquire the Air Rights on the terms contained in the Competing Offer Notice ("**Match Right**"). Amtrak may exercise its Match Right by providing to City an irrevocable written notice accepting the Competing Offer Sale Price and material terms contained in the Competing Offer Notice ("**Competing Offer Acceptance Notice**") not later than sixty (60) days after Amtrak's receipt of the Competing Offer Notice ("**Competing Offer Notice Period**"). If Amtrak does provide a Competing Offer Acceptance Notice to City as stated in the preceding sentence, Section 3.D. shall also apply.

(2) Under no circumstances may Amtrak or any Affiliate thereof, or any employee, agent or other party acting on behalf of any of them ("**Amtrak Parties**"), knowingly initiate contact with the proposed purchaser under the Competing Offer, or any employee, agent, affiliate or other party acting on behalf of such purchaser. The preceding restriction shall not apply and Amtrak, any Affiliate or employee, agent or other party acting for any of them may discuss any details of a Competing Offer with the proposed purchaser of such Competing Offer in any instance in which the Amtrak Parties did not initiate contact with the proposed purchaser of the Competing Offer. Prior to Amtrak's exercise of its Match Right, City may accept the Competing Offer only on a conditional basis and shall notify the Third Party who presented the Competing Offer of this Agreement and that City's conditional acceptance is expressly subject to Amtrak's Match Right under this Section 3.A.

(3) City shall deliver a copy of any applicable Competing Offer to Amtrak within twenty-one (21) days after City has received Amtrak's Competing Offer Acceptance Notice. If Amtrak (i) does not deliver a Competing Offer Acceptance Notice, (ii) delivers a Consent Notice or (iii) delivers a Competing Offer Acceptance Notice and fails to consummate the Closing, then, except as provided in the last sentence of this Section 3.A .3, Amtrak's rights hereunder with respect to the Air Rights cease and City is relieved of its obligations to Amtrak under this Section 3.A. and may transfer the Air Rights pursuant to the Competing Offer. In such event, City shall notify Amtrak of the closing date of that transaction ("**Competing Offer Closing Date**") when any

agreement for that Competing Offer is executed. In the event the Competing Offer Closing Date is extended, City shall notify Amtrak of such extension. City, however, shall not be permitted to extend the Competing Offer Closing Date more than ninety (90) days after the initial Competing Offer Closing Date without the consent of Amtrak. If City does so complete a Transfer pursuant to the Competing Offer, Amtrak shall have no further rights with respect to the Air Rights. City shall notify Amtrak within seven (7) days after the closing of such Transfer to confirm the Transfer. If, however, the transaction contemplated by the Competing Offer fails to close by the Competing Offer Closing Date, or any extension thereof, all rights of Amtrak under this Section 3 and all the original terms and conditions of this Agreement are reinstated in full force and effect and without modification to the Term.

B. Amtrak Right of First Offer. This Section 3.B. is not applicable if either (i) City is consummating a Transfer pursuant to a Competing Offer in accordance with Section 3.A. or (ii) City is relieved of its obligations to Amtrak pursuant to Section 3.A .3 or Section 3.B.4. Prior to consummation of a Transfer of the Air Rights to a Third Party or in the event City intends to develop the City Property in any manner which will impair, limit or interfere with the Air Rights, City shall comply with the terms of this Section 3.B.

(1) **ROFO.** To begin the right of first offer (“**ROFO**”) process in this Section 3.B, if applicable, City shall give notice to Amtrak containing, at least:

- (i) the asking price which must be the appraised value stated in an appraisal obtained by City not more than 120 days before the date of the notice (the “**City ROFO Sale Price**”);
- (ii) a copy of the appraisal obtained by City; and
- (iii) material terms upon which City is interested in selling or developing the Air Rights (the combination of (i), (ii) and (iii) is a “**City First Offer Notice**”).

(2) Within 60 days after Amtrak’s receipt of the City First Offer Notice (“**City ROFO Notice Period**”), Amtrak either shall:

- (i) provide to City an irrevocable notice accepting the City ROFO Sale Price and the terms contained in the City First Offer Notice (“**Amtrak First Offer Acceptance Notice**”); or
- (ii) provide to City a conditional notice accepting the terms contained in the City First Offer Notice, except for the City ROFO Sale Price, and a copy of an appraisal of the Air Rights obtained within the City ROFO Notice Period (“**Amtrak Conditional First Offer Acceptance Notice**”).

(3) If Amtrak provides an Amtrak Conditional First Offer Acceptance Notice and the City and Amtrak appraisals are within ten percent (10%) of each other, the average of the two (2) appraisals automatically replaces the City ROFO Sale Price included in the City First Offer Notice. If the difference between the appraisals is greater than ten percent (10%), Amtrak and City each shall direct their two appraisers to select a third appraiser to prepare an appraisal (the “**Third Party Appraisal**”) of the Air Rights (the “**Third Party Appraisal Process**”). If the Third Party Appraisal falls within the price range between the

City ROFO Sale Price and the Amtrak appraisal, the Third Party Appraisal will automatically replace the one contained in the City First Offer Notice. If the Third Party Appraisal, however, does not set the City ROFO Sale Price within the price range between the City ROFO Sale Price and the Amtrak appraisal, the parties shall commence the Third Party Appraisal Process again with a newly selected appraiser. Each party shall pay for its appraisal. City and Amtrak each shall pay one-half of the total cost of any and all such Third Party Appraisals. City and Amtrak shall direct all appraisers to complete their respective appraisals within thirty (30) days. In the event City and Amtrak fail to reach agreement on Sale Price, any subsequent Transfer to a Third Party within six (6) months of the date of such failure may not be on price terms more favorable than those offered to Amtrak in the City Conditional First Offer Acceptance Notice, absent good cause shown by City to Amtrak.

(4) Upon receipt of an Amtrak First Offer Acceptance Notice or upon establishing the City ROFO Sale Price in the event of an Amtrak Conditional First Offer Acceptance Notice, the parties also shall comply with the requirements of Section 3.D. If Amtrak (i) does not timely deliver an Amtrak First Offer Acceptance Notice, (ii) delivers a Consent Notice, (iii) delivers an Amtrak First Offer Acceptance Notice or Amtrak Conditional First Offer Acceptance Notice and otherwise fails to consummate the Closing, then Amtrak's rights hereunder with respect to the Air Rights cease and City may transfer the Air Rights or develop the City Property and/or the Air Rights without any interference from Amtrak based upon this Agreement.

(5) Amtrak may exercise its rights under this Section 3.B regardless of whether Amtrak is developing the Amtrak Property or the Air Rights, unless such Amtrak rights under this Agreement with respect to the Air Rights have ceased pursuant to either Sections 3.A.3. or 3.B.4.

C. **Development Agreement.** In the event that Amtrak desires to acquire the Air Rights, Amtrak may exercise the ROFO in accordance with the requirements of this Section 3.C. Prior to Amtrak exercising the ROFO right pursuant to this provision, Amtrak shall submit to City its schematic plans containing sufficient detail, including but not limited to, architectural design review, financial analysis, site plans, and right-of-way plans ("**Amtrak Schematic Plans**") for the Amtrak Property and/or Air Rights for City's review and approval. Only upon such City approval may Amtrak exercise the ROFO pursuant to this Section 3.C. The City shall not unreasonably withhold, condition or delay its approval of the Amtrak Schematic Plans for the Amtrak Property and/or Air Rights. The City reserves the right to request any additional Amtrak plans. The City shall review and approve the Amtrak Schematic Plans as expeditiously as possible.

(1) **ROFO.** To begin the ROFO process in this Section 3.C, if applicable, Amtrak shall give notice to City containing, at least:

- (i) the proposed price based upon an appraisal obtained by Amtrak not more than 120 days before the date of the notice (the "**Amtrak ROFO Sale Price**");
- (ii) a copy of the appraisal obtained by Amtrak; and

(iii) material terms upon which Amtrak is interested in purchasing the Air Rights (the combination of (i), (ii) and (iii) is a “**Amtrak First Offer Notice**”).

(2) Within sixty (60) days after City’s receipt of the Amtrak First Offer Notice (“**Amtrak ROFO Notice Period**”), City either shall:

- (i) provide to Amtrak an irrevocable notice accepting the Amtrak ROFO Sale Price and the terms contained in the Amtrak First Offer Notice (“**City First Offer Acceptance Notice**”); or
- (ii) provide to Amtrak a conditional notice accepting the terms contained in the Amtrak First Offer Notice, except for the Amtrak ROFO Sale Price, and a copy of an appraisal of the Air Rights obtained within the Amtrak ROFO Notice Period (“**City Conditional First Offer Acceptance Notice**”).

(3) If City provides a City Conditional First Offer Acceptance Notice and the Amtrak and City appraisals are within ten percent (10%) of each other, the average of the two (2) appraisals automatically replaces the Amtrak ROFO Sale Price included in the Amtrak First Offer Notice. If the difference between the appraisals is greater than ten percent (10%), Amtrak and City each shall direct their two appraisers to select a third appraiser to prepare a Third Party Appraisal. If the Third Party Appraisal falls within the price range between the Amtrak ROFO Sale Price and the City appraisal, the Third Party Appraisal will automatically replace the one contained in the Amtrak First Offer Notice. If the Third Party Appraisal, however, does not set the Amtrak ROFO Sale Price within the price range between the Amtrak ROFO Sale Price and the Amtrak appraisal, the parties shall commence the Third Party Appraisal Process again with a newly selected appraiser. Each party shall pay for its appraisal. City and Amtrak each shall pay one-half of the total cost of any and all Third Party Appraisals. City and Amtrak shall direct all appraisers to complete their respective appraisals within thirty (30) days.

(4) Upon receipt of a City First Offer Acceptance Notice or upon establishing the Amtrak ROFO Sale Price in the event of a City Conditional First Offer Acceptance Notice, the parties also shall comply with the requirements of Section 3.D. If the City delivers a City First Offer Acceptance Notice and fully complies with all of its obligations under this Agreement but Amtrak fails to consummate the Closing, then Amtrak shall have no further rights with respect to the Air Rights pursuant to this Agreement.

D. Exercise of Right.

(1) If Amtrak or the City timely delivers an Acceptance Notice, then within thirty (30) days after the date of such Acceptance Notice (a) at its sole cost and expense, Amtrak shall initiate the proceeding for a subdivision ordinance with the City’s Department of Transportation and the preparation of a plat of subdivision and diligently pursue to completion the proceeding for the ordinance and the preparation and recording of a plat of subdivision; and (b) the City shall initiate proceeding to enact an ordinance authorizing the conveyance and quitclaim of all interest in the Air Rights to Amtrak and diligently pursue the proceeding to completion. The parties shall cooperate with each other in the pursuit of the proceedings and execute any applications or other documents reasonably necessary for

the diligent completion of the proceedings for both ordinances. Upon passage of such ordinances, Amtrak and City shall mutually agree upon a Closing Date, which shall be no more than thirty (30) days after the date of passage of both ordinances. For purposes of Closing, the parties shall use the Deed in substantially the same form as the form attached hereto as Exhibit D ("Deed") and the Grant of Easements and Operating Agreement that the parties have fully negotiated and which is attached hereto and incorporated herein as Exhibit E ("Grant"). At Closing, (i) the parties shall then enter into, execute and mutually deliver the Deed and the Grant in recordable form, modified as necessary to reflect the terms and conditions if any, contained in the Acceptance Notice; (ii) Amtrak shall cause the Deed and the Grant to be recorded at Amtrak's sole expense; and (iii) the Sale Price shall be paid into escrow ("Escrow") with Chicago Title and Trust Company, or such other title company selected by the City, subject to a separate escrow agreement between the City and Amtrak ("Escrow Agreement"), in substantially the same form attached hereto as Exhibit F. The Escrow funds may be disbursed to reimburse ("Reimbursement") Amtrak for costs and expenses mutually approved by the parties and actually incurred by Amtrak for the development, redevelopment or further improvement of properties owned by Amtrak and/or Chicago Union Station Company within an area bounded by Madison Street on the north, Clinton Street on the west, Harrison Street on the south, and the Chicago River on the east ("**Amtrak Properties**" within the "**Union Station Area**"), so long as the development, redevelopment or further improvement of the Amtrak Properties is approved as part of an overall master plan for the Union Station Area and such Reimbursements are set forth in the City's approval of Amtrak's plan.

(2) Amtrak may obtain Reimbursement from the Escrow for a period of five (5) years from the date of recording of the Deed and the Grant. Upon the fifth anniversary of the recording of the Deed and Grant, City and Amtrak shall direct the balance of the Escrow be delivered to the City in accordance with the terms of the Escrow Agreement.

E. Development Conditions on Transfer. As a condition to any Transfer to a Third Party pursuant to Sections 3.A. or 3.B., City shall require such Third Party to submit plans and specifications for any proposed development in the Air Rights Parcel to Amtrak for Amtrak's review and approval prior to such Third Party commencing any Development. The scope of Amtrak's review is solely limited to those issues and areas that materially adversely impact Amtrak's maintenance and repair obligations set forth in the Easement, Construction, Maintenance and Operation Agreement, that the parties have fully negotiated and is attached hereto and incorporated herein as Exhibit G, and as may have been amended upon approval of all parties to such agreement. Only upon such Amtrak approval may such Third Party commence Development. Amtrak shall not unreasonably withhold, condition or delay its approval of such proposed development plans and specifications.

F. Condition of Title. Title to the Air Rights shall be conveyed to Amtrak by the Deed free and clear of all liens, leases, restrictions and encumbrances except for exceptions of record, the Grant of Easements and Operating Agreement and matters caused by, through or under Amtrak (the "**Permitted Exceptions**").

G. **Possession.** Possession of all or the applicable portion of the Air Rights shall be delivered to Amtrak subject to the terms of the Grant.

H. **Prorations.** There shall be no proration of utility charges, real property taxes or assessments under the Grant.

I. **Closing Costs.** City and Amtrak shall each pay one-half (1/2) of the escrow fees, if any. The fees and expenses of City's designated representatives, accountants and attorneys shall be borne by City, and the fees and expenses of Amtrak's designated representatives, accountants and attorneys shall be borne by Amtrak.

J. **FTA Approval.** City hereby represents to Amtrak that pursuant to City's grant agreement with the U.S. Department of Transportation, Federal Transit Administration ("FTA"), Closing is contingent upon City obtaining FTA's consent to and approval of the Acceptance Notice. Within fourteen (14) days of the date of any Acceptance Notice, City shall request FTA's consent and approval. City shall use its best efforts to obtain such FTA consent and approval without any conditions that either (i) add or modify any provisions of the Acceptance Notice or (ii) otherwise impact Amtrak. If, despite City's best efforts, the FTA conditions its consent and approval on City obtaining Amtrak's acceptance of new or modified provisions in the Acceptance Notice, the City and Amtrak shall each work expeditiously and diligently to reasonably resolve any differences between the original Acceptance Notice and the conditions imposed by the FTA.

4. **Representations and Warranties.**

A. **Covenants, Representations and Warranties of City.** To induce Amtrak to execute, deliver and perform this Agreement, City covenants, represents and warrants to Amtrak on and as of the date hereof and on and as of the Closing Date as follows:

(i) **Authority.** City has the power and authority to enter into and perform this Agreement and to grant, assign, sell, transfer, convey and deliver the Air Rights to be granted, assigned or sold and purchased hereunder, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of City are duly authorized to sign same on behalf of City and to bind City; and

(ii) **No Breach.** The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of City or any instrument to which City is a party or by which City is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

B. **Covenants, Representations and Warranties of Amtrak.** Amtrak covenants, represents and warrants to City as follows:

(i) **Authority.** Amtrak has the power and authority to enter into and perform this Agreement and purchase and accept the title to the Air Rights pursuant

to the terms of this Agreement and/or the Grant. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Amtrak are duly authorized to sign same on behalf of Amtrak and to bind Amtrak; and

(ii) **No Breach.** The execution and delivery of this Agreement, the consummation of the transaction provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Amtrak or any instrument to which Amtrak is a party or by which Amtrak is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

5. **Default Remedies.** If City or Amtrak, as the case may be, defaults in the performance of any of its covenants or obligations under this Agreement, or breaches any of its representations or warranties made in this Agreement, the other party shall be entitled to exercise any and all rights and remedies available to it at law or in equity, including without limitation specific performance of this Agreement; provided that if City and Amtrak enter into the Grant, the rights and remedies of the parties with respect to a breach of the Grant shall be as set forth therein, and if Amtrak is the party in default under the Grant, Amtrak shall have no further rights under this Agreement.

6. **Memorandum.** The parties hereby agree that a fully executed and acknowledged memorandum of this Agreement in the form attached hereto and made a part hereof as Exhibit H shall be executed by City and Amtrak and recorded by Amtrak at Amtrak's sole expense. In the event that this Agreement shall expire or terminate, Amtrak shall execute, acknowledge and deliver to City any instrument reasonably requested by City for the release of said memorandum and otherwise indicating the termination of Amtrak's rights hereunder.

7. **Assignment.** Neither City nor Amtrak may assign or transfer in any manner its rights under this Agreement without the prior consent of the other. Any attempted assignment or transfer by one party without the prior consent of the other party is null and void.

8. **Notices.** Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered, or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

City: City of Chicago
Chicago Department of Transportation
30 N. LaSalle Street, Suite 1100
Chicago, Illinois 60602
Attn: Commissioner

with a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600

Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Amtrak: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Box 25
Attn: Executive Vice President NEC Business
Development, or successor

with a copy to: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attn: General Counsel

with a copy to: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Attn: Chief Engineer

Notice mailed by registered or certified mail shall be deemed received by the addressee three (3) days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee on the business day following mailing thereof. Either party at any time may change the address for notice to such party or for any party receiving copies of Notices to such party hereunder by mailing, sending or delivering a Notice as aforesaid.

9. **Miscellaneous.**

A. **Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties do not intend to create (and shall not be construed to have created) any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract.

B. **Severability.** The provisions of this Agreement are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of the Agreement in any other jurisdiction. The unaffected portion and provisions of the Agreement will be enforced to the maximum extent permitted by law.

C. **Waiver; Modification and Amendment.** No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

D. **Brokerage.** City and Amtrak each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois without regard to its rules of conflicts of laws.

F. **Time of the Essence.** *Time is of the essence under this Agreement.*

G. **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

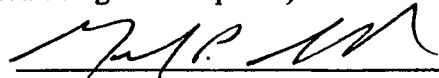
City:

CITY OF CHICAGO, an Illinois municipal corporation

By: 

Name: Rebekah Scheinfeld

Its: COMMISSIONER
DEPARTMENT OF TRANSPORTATION
APPROVED AS TO FORM AND
LEGALITY
(except for Legal Descriptions):

By: 

Name: Michael P. Sheehan

Its: Special Asst. Corporation Counsel

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: _____

Name: _____

Its: _____

1354036.11

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM AND LEGALITY (except for Legal Descriptions):

By: _____

Name: _____

Its: _____

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: B. Looouian

Name: BRUCE LOOOUIAN

Its: SR. DIRECTOR

SCHEDULE I

DEFINITIONS

- (a) "Acceptance Notice" means an Amtrak First Offer Acceptance Notice, a City First Offer Acceptance Notice or a Competing Offer Acceptance Notice, as applicable.
- (b) "Affiliate" means, with respect to any Person, the Person in question and any Person that Controls, is Controlled by or is under common Control with the Person in question.
- (c) "Amtrak Conditional First Offer Acceptance Notice" and "Amtrak First Offer Acceptance Notice" have the meaning set forth in Section 3.B. 2.
- (d) "Amtrak First Offer Notice" and "Amtrak ROFO Sale Price" each have the meaning given to such term in Section 3.C. 1.
- (e) "Amtrak Schematic Plans" has the meaning set forth in Section 3.C.
- (f) "Amtrak Properties" has the meaning set forth in Section 3.D.
- (g) "Amtrak Property" has the meaning set forth in the Section 1.A.
- (h) "Amtrak ROFO Notice Period" has the meaning set forth in Section 3.C.2.
- (i) "City Conditional First Offer Acceptance Notice" and "City First Offer Acceptance Notice" has the meaning set forth in Section 3.C. 2.
- (j) "City First Offer Notice" and "City ROFO Sale Price" each have the meaning given to such term in Section 3.B. 1.
- (k) "City Property" shall have the meaning set forth in the Section 1.A. 1.
- (l) "City ROFO Notice Period" has the meaning set forth in Section 3.B.2.
- (m) "Closing" means the closing of the sale of the Air Rights from City to Amtrak.
- (n) "Closing Date" means the date of the Closing.
- (o) "Competing Offer," "Competing Offer Acceptance Notice," "Competing Offer Notice," "Competing Offer Notice Period," and "Competing Offer Sale Price" each has the meaning given to such term in Section 3.A. 1.
- (p) "Competing Offer Closing Date" means the date scheduled for closing the Transfer of Air Rights pursuant to Section 3.A.3.
- (q) "Consent Notice" means a notice from Amtrak to City that Amtrak has elected not to purchase the Air Rights pursuant to either a Competing Offer notice or a City First Offer Acceptance.

- (r) "Control," "Controlled" or "Controls" means, with respect to any Person, the possession, directly or indirectly, through one or more intermediaries, of the power or authority, through ownership of voting securities or other equity ownership interests, by contract or otherwise, to direct the management, activities or policies of such Person.
- (s) "Development" means development or creation of any structures upon the City Property that affect the Air Rights.
- (t) "Easement" shall have the meaning set forth in Section 1.A. 2.
- (u) "Effective Date" shall have the meaning set forth in Section 2.
- (v) "Grant" has the meaning set forth in Section 3.D.
- (w) "Match Right" has the meaning set forth in Section 3.A. 1.
- (x) "Notices" has the meaning set forth in Section 8.
- (y) "Permitted Exceptions" has the meaning set forth in Section 3.F.
- (z) "Person" means any natural person, corporation, business trust, public or private pension fund, insurance company, foundation, investment company, trust, estate, joint venture, association, limited liability company, general partnership, limited partnership, limited liability partnership, or other entity, or government, or any agency or political subdivision thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.
- (aa) "ROFO" means Amtrak's right of first offer as described in this Agreement.
- (bb) "Sale Price" means the Amtrak ROFO Sale Price, the City ROFO Sale Price or the Competing Offer Sale Price, as applicable.
- (cc) "Term" has the meaning set forth in Section 2.
- (dd) "Third Party" means any Person that is not an Affiliate of City or a subsidiary or municipal organization of or related to City.
- (ee) "Third Party Appraisal" means an appraisal of the Air Rights prepared by an appraiser mutually agreeable to City's and Amtrak's appraisers in the event the appraisals of the City and Amtrak in Sections 3.B and 3.C are not within 10% of each other.
- (ff) "Transfer" means a direct or indirect sale, transfer, or conveyance, of the Air Rights in accordance with Section 3.
- (gg) "Union Station Area" has the meaning set forth in Section 3.D.

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

PARCEL 1:

LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

EXHIBIT B

LEGAL DESCRIPTION OF AMTRAK PROPERTY

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 5 AND 6, ALL OF LOTS 7, 8, 9, 10, 11, 12 AND 13, A PART OF LOTS 14 AND 15, AND ALL OF LOT 16; ALL IN THE ASSESSOR'S DIVISION OF BLOCK 52 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 52, WHICH POINT IS 92.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE NORTHWARDLY ALONG SAID EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), A DISTANCE OF 197.56 FEET TO A POINT WHICH IS 289.56 FEET NORTH OF SAID SOUTHEAST CORNER OF BLOCK 52; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE SOUTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 287.62 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 52; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID BLOCK 52 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST VAN BUREN STREET), A DISTANCE OF 263.72 FEET TO A POINT WHICH IS 56.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF SAID SOUTHEAST CORNER OF BLOCK 52; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE OF DISTANCE OF 107.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF CANAL STREET EAST OF AND ADJOINING LOT 10 (EXCEPT THE NORTH 7 AND 1/2 FEET THEREOF) AND LOT 11 IN THE ASSESSOR'S DIVISION OF BLOCK 52 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID; IN COOK COUNTY, ILLINOIS.

EXHIBIT C

[SUBJECT TO FINAL TITLE AND SURVEY UPON TRANSFER]

EXHIBIT C

LEGAL DESCRIPTION OF AIR RIGHTS OVER THE CITY PROPERTY

PARCEL 1:

LOTS 1 AND 2 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM, COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

EXHIBIT D

DEED

**QUITCLAIM DEED
(Vacant Land)**



(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45 (b) AND (e); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060.B AND E.

GRANTOR, CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, for the consideration of _____ and 00/100 Dollars (\$_____) conveys and quitclaims all interest in the real property legally described and identified on Exhibit A attached hereto ("Property"), pursuant to Ordinance adopted by the City Council of the City of Chicago on _____, to _____ ("Grantee"), [address].

The Property is located in the _____ ("Area") established pursuant to ordinances adopted by the City Council of the City on _____, 20____, published in the Journal of Proceedings of the City Council for such date at pages _____ through _____. Grantee is obligated to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations. Without limiting the quitclaim nature of this deed ("Deed"), such conveyance shall be subject to:

- (a) that certain Right of First Offer Agreement (the "ROFO") dated _____, 2015, between the City and Grantee;
- (b) that certain Grant of Easements and Operating Agreement dated _____, 2015, between the City and Grantee;
- (c) the standard exceptions in an ALTA title insurance policy;
- (d) general real estate taxes and any special assessments or other taxes;
- (e) all easements, encroachments, covenants and restrictions of record and not shown of record;

- (f) such other title defects as may exist; and
- (g) any and all exceptions caused by the acts of the Grantee or its agents.

[SIGNATURES, ATTESTATION AND NOTARIZATION APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of the ____ day of _____, 20____.

ATTEST:

CITY OF CHICAGO,
a municipal corporation
and home rule unit of government

SUSANA A. MENDOZA, City Clerk

By: _____
RAHM EMANUEL, Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Stephen R. Patton, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Rahm Emanuel, Mayor, and Susana A. Mendoza, personally known to me to be the City Clerk of the City, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

NOTARY PUBLIC

Approved as to Form and Legality,
Except as to legal description

Deputy Corporation Counsel

THIS INSTRUMENT WAS PREPARED BY:

MAIL DEED AND SUBSEQUENT TAX BILLS TO:

Real Estate Division
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602

EXHIBIT A

Purchaser: _____
Address: _____
Purchase Amount: _____

Legal Description (Subject to Title Commitment and Survey):

Address: _____

Property Index Number: _____

EXHIBIT E

EXHIBIT E

GRANT OF EASEMENTS AND OPERATING AGREEMENT

This document prepared by:

Kathryn Kovitz Arnold, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

GRANT OF EASEMENTS AND OPERATING AGREEMENT

THIS GRANT OF EASEMENTS AND OPERATING AGREEMENT ("Agreement") dated as of the _____ day of _____, 20___, is by and between THE CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Transportation, (hereinafter sometimes referred to as the "City" and the "Real Estate Owner") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia (hereinafter sometimes referred to as "Amtrak" and the "Air Rights Parcel Owner"; the Real Estate Owner and the Air Rights Parcel Owner are sometimes individually referred to herein as an "Owner" and collectively as the "Owners").

For and in consideration of the covenants set forth in this Agreement, the parties agree as follows:

ARTICLE 1 **Definitions**

As used in this Agreement, the following terms and phrases shall have the meanings herein specified unless the context otherwise requires:

Section 1.1 Air Rights Parcel Owner means National Railroad Passenger Corporation, a corporation of the District of Columbia or the owner or owners at any time of the Air Rights Parcel, if, and as allowed, to be transferred hereunder.

Section 1.2 Air Rights Parcel Permitted Users means such parties authorized by Air Rights Parcel Owner to access the Air Rights Parcel.

Section 1.3 Air Rights Parcel means the property described in Exhibit A and depicted on Exhibit B.

Section 1.4 Air Rights Building means the building or buildings and other improvements to be built in the Air Rights Parcel together with all Building Equipment.

Section 1.5 Applicable Laws shall have the meaning set forth in Section 11.4.

Section 1.6 Real Estate Building means the building or buildings and other improvements to be built on the Real Estate Parcel.

Section 1.7 Building means, as the context requires, the Air Rights Building and/or the Real Estate Building.

Section 1.8 Building Equipment means all apparatus and fixtures of every kind appertaining to any Building (whether or not situated wholly within a Parcel), including, but without limiting the generality of the foregoing, all furnaces, boilers, heaters, switchboards, electrical equipment, heating, plumbing, refrigerating, ventilating, air cooling and air conditioning apparatus, gas and electrical fixtures, fittings and machinery, elevators, escalators, hoists, sprinkler systems, fire protection equipment, telecommunication equipment, and all other building service equipment installed or to be installed and used primarily in connection with the operation and maintenance of the Building.

Section 1.9 Default Rate means four percent (4%) above the corporate base rate of interest for short term borrowings from time to time quoted by Bank of America, N.A., or its successor. If Bank of America, N.A., or its successor, no longer quotes a corporate base rate, the corporate base rate shall be the comparable rate quoted by said bank or successor. If Bank of America, N.A., or its successor is no longer in existence, said corporate base rate shall be the comparable rate of interest at the then national bank headquartered in the City of Chicago with the largest net worth.

Section 1.10 Person means any individual, partnership, firm, trust, corporation, or other entity or governmental authority or political unit or agency.

Section 1.11 Real Estate Owner means the City of Chicago or the owner or owners at any time of the Real Estate Parcel.

Section 1.12 Real Estate Permitted Users shall mean the Chicago Transit Authority or other party, including, but not limited to passengers, invitees, and licensees, authorized by Real Estate Owner to use its facilities.

Section 1.13 Real Estate Parcel means the property described in Exhibit C.

Section 1.14 Redevelopment shall have the meaning set forth in Section 11.4.

Section 1.15 Substantial Rehabilitation means any renovation, restoration or reconstruction of more than 10% of the Air Rights Building or any renovation, restoration or reconstruction which likely would in the reasonable discretion of the City adversely affect the Real Estate Parcel or prevent or interfere with the use or occupation of the Real Estate Parcel.

Section 1.16 Systems and Facilities shall have the meaning set forth in Article 4.

ARTICLE 2
Grant of Easements

Section 2.1 Air Rights Parcel Grant. Real Estate Owner hereby grants to Air Rights Parcel Owner a non-exclusive easement over such areas located in the Real Estate Parcel as are reasonably necessary to confer upon Air Rights Parcel Owner and the Air Rights Parcel the rights and benefits created by this Agreement. Real Estate Owner retains the exclusive right to develop, maintain and operate improvements on the Real Estate Parcel subject to the Air Rights Parcel Owner's rights as set forth in this Agreement.

Section 2.2 Real Estate Parcel Grant. Air Rights Parcel Owner hereby grants to Real Estate Owner a non-exclusive easement over such areas located in the Air Rights Parcel as are reasonably necessary to confer upon Real Estate Owner and the Real Estate Parcel the rights and benefits created by this Agreement.

Section 2.3 Limitations on Grants. The grants of easements in Section 2.1 and Section 2.2 of this Agreement are subject to the conditions and limitations contained in this Agreement.

ARTICLE 3
Terms and Conditions Regarding Easements

Section 3.1 Air Rights Parcel Easements. The grants of easements in Section 2.1 of this Agreement shall bind and be enforceable against the Real Estate Owner and its successors and assigns, and against the Real Estate Parcel and shall benefit the Air Rights Parcel Owner, and its successors and assigns and the Air Rights Parcel. The grant of an easement by the Real Estate Owner to the Air Rights Parcel Owner shall bind and burden the Real Estate Parcel, which shall, for the purpose of such easement, be deemed to be the servient tenement. The grant of an easement by the Real Estate Owner to Air Rights Parcel Owner is appurtenant to, runs with, and shall benefit the Air Rights Parcel, which shall, for the purpose of such easement, be deemed the dominant tenement.

Section 3.2 Real Estate Parcel Easements. The grants of easements in Section 2.2 of this Agreement shall bind and be enforceable against the Air Rights Parcel Owner and its successors and assigns, and against the Air Rights Parcel and shall benefit the Real Estate Owner, and its successors and assigns and the Real Estate Parcel. The grant of an easement by the Air Rights Parcel Owner to the Real Estate Owner shall bind and burden the Air Rights Parcel, which shall, for the purpose of such easement, be deemed to be the servient tenement. The grant of an easement by the Air Rights Parcel Owner to Real Estate Owner is appurtenant to, runs with, and shall benefit the Real Estate Parcel, which shall, for the purpose of such easement, be deemed the dominant tenement.

Section 3.3 Functional Interdependence. The Air Rights Parcel, if and when developed, and the Real Estate Parcel will not be structurally or functionally independent of each other. The Air Rights Parcel will depend upon the Real Estate Parcel for structural support, ingress and egress, utility services and certain other facilities and components necessary for the operation and use of the Air Rights Parcel. The Real Estate Parcel will depend upon the Air

Rights Parcel for ingress and egress, utilities services and certain other facilities and components necessary for the operation and use of the Real Estate Parcel.

Section 3.4 General. Subject only to the terms of this Agreement, the easements granted by the Air Rights Parcel Owner or the Real Estate Owner under Article 2 of this Agreement are irrevocable and perpetual.

ARTICLE 4

Construction and Location of Foundations and Supports

Air Rights Parcel Owner, for the purpose of constructing the Air Rights Building, may construct, use, maintain, repair, replace or renew from time to time adequate columns, trusses, horizontal structural members, foundations and other supports for the Air Rights Building, elevator pits, utility service lines, and mechanical equipment (together, the "System and Facilities") in the Real Estate Parcel as are reasonably necessary so long as the same do not interfere with the Real Estate Owner's use of the Real Estate Parcel. Such System and Facilities shall be located and constructed in conformity with plans, drawings and specifications approved by the Real Estate Owner and all System and Facilities hereafter erected shall be of size and in location allowed by any required permits and written consent of the Real Estate Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Air Rights Parcel Owner shall have a right of access in, over, under and to portions of the Real Estate Parcel as may be reasonably necessary to allow Air Rights Parcel Owner to perform any one or more of the acts specified in this Article 4 and/or Article 5 of this Agreement subject to the terms and conditions contained in Section 11.4.

ARTICLE 5

Maintenance of Foundations and Supports

Air Rights Parcel Owner, at its expense, shall maintain, repair, replace, and renew the System and Facilities keeping such in good order and reasonably safe condition at all times in a manner reasonably satisfactory to Real Estate Owner.

ARTICLE 6

Construction of Air Rights Building; Furnishing and Equipping Building

In accordance with and subject to the terms and conditions of this Agreement, Air Rights Parcel Owner may construct a building in the Air Rights Parcel. The Air Rights Building shall at all times be maintained in a state of good repair and improvement consistent with the quality and design originally approved by the City.

ARTICLE 7

Construction of Real Estate Building by Real Estate Owner

Subject to the rights of Air Rights Parcel Owner as owner of the Air Rights Parcel and all rights granted to Air Rights Parcel Owner in this Agreement, Real Estate Owner shall have the right to construct any structures, columns, foundations or supports for the Real Estate Building and any related improvements as determined in its sole reasonable discretion on the Real Estate Parcel and any modifications, replacements or additional structures it desires.

ARTICLE 8
Rezoning of a Parcel

While nothing in this Agreement is a waiver of and Amtrak reserves all of its rights under 49 U.S.C. §24101 *et seq.*, as and when such are applicable, the Owners agree to the rezoning of the Parcels to DC-12, DX-12 or comparable future zoning classification. After the rezoning as noted in the preceding sentence, either Owner may apply for changes in the then-existing zoning of its Parcel at any time provided, however, any changes which make more difficult or burdensome, or interfere with, the use or operation by the other Owner of its Parcel for commercial purposes or otherwise shall require the consent of the other Owner. If the consent of the other Owner to any such changes is required by law or pursuant to this Agreement, such Owner shall not withhold its consent so long as such changes meet the requirements set forth in this Agreement, and, in that regard, such Owner shall execute any such applications or other instruments as may be necessary to obtain any zoning variation or amendment requested by the other Owner.

ARTICLE 9
Changes in Improvements on Real Estate Parcel

If Air Rights Parcel Owner determines that the location or dimension of improvements on the Real Estate Parcel need to be modified in order to accommodate the use or development of the Air Rights Parcel, Air Rights Parcel Owner may request the modification and shall submit proposed plans to Real Estate Owner for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Real Estate Owner's review of the proposed plans shall include, but not be limited to, assessment of the impact of the proposed plans on (i) the proper and necessary use or occupation of the Real Estate Parcel, (ii) commercial value of the Real Estate Parcel and (iii) compliance with any federal grants applicable to the Real Estate Parcel. If Real Estate Owner does approve the plans, Air Rights Parcel Owner, at its sole cost, may make any modifications to the improvements in accordance with such approved plans. During such approved work, adequate and proper means of access and use of the Real Estate Parcel shall be provided to Air Rights Parcel Owner as approved by the Real Estate Owner, which approval shall not be unreasonably withheld, conditioned or delayed. All work performed hereunder shall be done in a safe manner and in strict adherence with all of the terms and conditions of this Agreement and in such a manner as to permit continued safe occupancy and use of the Real Estate Parcel and Real Estate Parcel Improvements and Building. During such approved work, adequate and proper means of access and use of the Real Estate Parcel shall be provided to Real Estate Owner, unless otherwise approved by the Real Estate Owner.

ARTICLE 10
Changes by Real Estate Owner in Real Estate Owner's Facilities

Real Estate Owner shall have the right at any time and from time to time but at its own cost and expense, to make any changes it desires in the Real Estate Owner's sole discretion to the improvements and the Real Estate Building (together the "Real Estate Parcel Improvements and Building"), and in the location of supporting structures for the same, or to change the location of the Real Estate Parcel Improvements and Building. If access to the Air Rights Parcel is needed in connection with the work of making such changes, Real Estate Owner shall submit plans and

specifications detailing the access needed to and impact on the Air Rights Parcel to Air Rights Parcel Owner. If Air Rights Parcel Owner approves the plans and specifications, which approval shall not be unreasonably withheld, conditioned or delayed, and Real Estate Owner and each contractor of Real Estate Owner seeking access to the Air Rights Parcel executes a temporary permit to enter upon property that Air Rights Parcel Owner has provided or approved ("TPTE"), Real Estate Owner and each such contractor who has executed a TPTE may enter upon the Air Rights Parcel and perform any work in accordance with the approved plans and specifications and the terms of the TPTE. With regard to the City only, no TPTE will be required if (x) the City will not be performing any work and (y) the City complies with all safety directives and requirements of Air Rights Parcel Owner. Nothing herein shall be deemed or construed to authorize or permit the Real Estate Owner to permanently diminish the amount of space, utility or area in the Air Rights Building or Air Rights Parcel.

ARTICLE 11

Alteration of Air Rights Building and Appurtenances; No Interference of Parties

Section 11.1 Real Estate Owner's Consent Required. In the event Air Rights Parcel Owner desires in the future to change, alter or improve the Air Rights Building or any appurtenant structure thereof, including without limitation the System and Facilities, or to make any substantial repairs or renewals, Air Rights Parcel Owner shall first submit to Real Estate Owner for its review and approval, detailed plans, drawings and specifications, which approval shall not be unreasonably withheld, conditioned or delayed. The Real Estate Owner reserves the right to request any additional documents reasonably necessary for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 11.2 Interference with Operations of Real Estate Owner. If Real Estate Owner does approve the plans provided in accordance with Section 11.1, Air Rights Parcel Owner, at its sole cost, may make any modifications to the improvements in accordance with such approved plans. During such approved work, adequate and proper means of access and use of the Real Estate Parcel shall be provided to Air Rights Parcel Owner as approved by the Real Estate Owner, which approval shall not be unreasonably withheld, conditioned or delayed. All work performed hereunder shall be done in a safe manner and in strict adherence with all of the terms and conditions of this Agreement and in such a manner as to permit continued safe occupancy and use of the Real Estate Parcel and Real Estate Parcel Improvements and Building. During such approved work, adequate and proper means of access and use of the Real Estate Parcel shall be provided to Real Estate Owner, unless otherwise approved by the Real Estate Owner.

Section 11.3 Interference with Operations of Air Rights Parcel Owner. All work performed hereunder by or for the benefit of Real Estate Owner shall be done in in a safe manner and in strict adherence with all of the terms and conditions of this Agreement and shall not interfere with the operations of or endanger any part of the Air Rights Parcel or that of any of Air Rights Parcel Permitted Users. Real Estate Owner shall not cause or permit any mechanics' or other liens to be filed against the Real Estate Parcel or any facilities or improvements located thereon. If any such liens shall be filed, Real Estate Owner shall procure and deliver to Air Rights Parcel Owner a full and complete cancellation and discharge thereof in accordance with

the provisions of Article 18 hereof. Air Rights Parcel Owner agrees to cooperate with Real Estate Owner in connection therewith without Air Rights Parcel Owner incurring any expense therefor.

Section 11.4 Construction of Air Rights Building; Demolition or Substantial Rehabilitation of Buildings.

(a) Air Rights Parcel Owner may construct a Building in the Air Rights Parcel and demolish any then existing Air Rights Building and construct a replacement Building of a class equal to or greater than the quality and design originally approved by the City or commence a Substantial Rehabilitation (such work herein called a "Redevelopment"). Provided, however, neither the construction of an initial building in the Air Rights Parcel nor any Redevelopment shall commence unless and until:

(i) All requisite approvals and permits of all public and governmental authorities that are applicable to Air Rights Parcel Owner are secured for the construction or Redevelopment.

(ii) Air Rights Parcel Owner has or will obtain funds, mortgage financing firm commitments and other financial firm commitments sufficient to perform the construction or Redevelopment to a completed condition which would permit continued safe occupancy and use of the Real Estate Parcel.

(iii) Air Rights Parcel Owner shall have complied with all other requirements on its part to be performed under the terms of this Agreement prior to the commencement of construction or Redevelopment, including without limitation, the requirements (to the extent applicable) set forth in Section 11.1, Article 9, Article 20 and Article 22 of this Agreement.

(b) Any construction or Redevelopment shall be constructed substantially in accordance with plans, drawings, outline specifications, and any work order changes thereto (provided the same are approved by Real Estate Owner, which approval shall not be unreasonably withheld, conditioned or delayed), and a procedure of work approved in a timely manner by Real Estate Owner in the Real Estate Owner's reasonable discretion.

(c) If, after construction or a Redevelopment has begun, Air Rights Parcel Owner desires to make material changes in, or additions to, plans, drawings and specifications which changes or additions affect the Real Estate Parcel or the use or operation thereof (including, without limitation, the structural support of the Real Estate Parcel Improvements and Building, or structures or any entrances, exits or passageways to the Real Estate Parcel), Air Rights Parcel Owner shall furnish such changes or additions to the Real Estate Owner with a written request for approval of Real Estate Owner not later than sixty (60) days after delivery of such changes or additions, unless an extension of time is mutually agreed upon by the parties. If Real Estate Owner fails to provide approval or any comments within said 60 days and the parties do not mutually agree on an extension of time, the changes or additions shall be deemed approved.

(d) Five sets of all approved plans, drawings and specifications shall be furnished by Air Rights Parcel Owner, at its sole cost and expense, to Real Estate Owner.

(e) In the event any consent or approval is required from the Real Estate Owner pursuant to the terms of this Agreement, and such consent has not been given or denied or disapproval given within thirty (30) days after such request is submitted, a further written request shall be submitted to the Real Estate Owner for its approval or consent and if its approval or consent or disapproval has not been given within an additional thirty (30) days, then in such event said consent or approval, as the case may be, shall be deemed to have been given.

(f) During any Redevelopment, Real Estate Owner, and any architect, engineer or other representative selected by the Real Estate Owner to act on the Real Estate Owner's behalf, may inspect (but shall have no duty or obligation to inspect) the work being performed upon the Air Rights Parcel and the materials being used in, or to be used in, performance of such work. If during the Redevelopment, Real Estate Owner, its architect, engineer or other representative shall determine the Redevelopment is not being constructed in accordance with approved plans, specifications or drawings, prompt notice thereof may be given by Real Estate Owner to Air Rights Parcel Owner specifying the nature of the deficiency, defect, or omission. Upon the receipt of any such notice, Air Rights Parcel Owner shall promptly take such steps as shall be necessary to correct such defect, deficiency or omission within a reasonable amount of time agreed upon by the parties.

ARTICLE 12

Access to Real Estate Parcel

With the prior written consent of Real Estate Owner, Air Rights Parcel Owner, its employees, contractors and agents, may enter into the Real Estate Parcel for the purpose of inspecting any supporting columns, footings and foundations, elevators, piping, electrical lines and any other services affecting the Air Rights Parcel as well as the underside of the lowest floor of the Air Rights Building and to bring therein such materials and perform such labor as may be necessary or convenient safely, adequately and properly to maintain, repair or strengthen such structures.

ARTICLE 13

Condition of Area and Space after Construction Work

Following any construction or Redevelopment work, Air Rights Parcel Owner shall leave the Air Rights Parcel and Real Estate Parcel in a neat, clean and safe condition and return the Real Estate Parcel to its original condition only as modified by any changes approved by Real Estate Owner.

ARTICLE 14

Performance of Work in Real Estate Parcel by Real Estate Owner

Real Estate Owner expressly reserves the right (but not the obligation), and Air Rights Parcel Owner agrees that Real Estate Owner may perform or cause to be performed any work or portion thereof within the Real Estate Parcel that is necessary to ensure the continued safe occupancy and use of the Real Estate Parcel and Real Estate Parcel Improvements and Building, by the Real Estate Owner and any tenants thereof, and is an obligation of the Air Rights Parcel Owner but that Air Rights Parcel Owner has failed to perform within thirty (30) days after notice

from Real Estate Owner. In the case of an emergency, Real Estate Owner may, but is not obligated, to immediately undertake the performance of such work without advance notice to Air Rights Parcel Owner. In the event Real Estate Owner does perform any such work, Air Rights Parcel Owner shall reimburse Real Estate Owner the reasonably incurred costs of such work actually incurred by Real Estate Owner.

ARTICLE 15

Performance of Work in Real Estate Parcel by Air Rights Parcel Owner

Section 15.1 Assignment of Personnel. When Air Rights Parcel Owner submits plans to Real Estate Owner for any work in the Real Estate Parcel, the Owners shall discuss the extent to which inspectors, watchmen, security or supervisors of Real Estate Owner are needed during such work. Real Estate Owner, in its reasonable discretion, having given due consideration to Air Rights Parcel Owner's comments regarding methods of controlling costs, may assign one or more inspectors, watchmen or other security or supervisors to the work. Air Rights Parcel Owner shall pay all actual costs incurred by Real Estate Owner in connection therewith (including, without limitation, salary and benefits) as set forth in Article 16. The assigning of such personnel by Real Estate Owner during any work of Air Rights Parcel Owner or its contractors or subcontractors shall not relieve Air Rights Parcel Owner or its contractors or any subcontractors or their respective insurer(s) from any liability for damage arising in connection with any of the work by the Air Rights Parcel Owner, or its contractors or subcontractors.

Section 15.2 General. All changes, work or assignment of personnel by the Real Estate Owner as authorized pursuant to the provisions of this Agreement, including without limitation such changes, work or assignment of personnel as are authorized pursuant to the provisions of Article 14 and Article 15 hereof, shall be reasonable. Except in the case of an emergency as provided in Article 14 of this Agreement, the Real Estate Owner shall advise the Air Rights Parcel Owner in writing of the necessity of any such changes, work or assignment of personnel within thirty (30) days following the submission by Air Rights Parcel Owner in writing of plans and work schedules in connection with the particular work being performed by the Air Rights Parcel Owner. Thereupon the Air Rights Parcel Owner shall have the opportunity to amend and modify its plans and work schedules so as to eliminate any such changes, work or assignment of personnel.

ARTICLE 16

Payment for Work Performed for Air Rights Parcel Owner

Air Rights Parcel Owner shall promptly reimburse Real Estate Owner for the actual costs incurred in connection with any work or services performed or rendered by Real Estate Owner pursuant to this Agreement. Air Rights Parcel Owner shall comply with its payment obligations for its contractors, subcontractors, or others acting for or on behalf of Air Rights Parcel Owner in connection with any work on or within the Air Rights Parcel or the Real Estate Parcel. Bills shall be tendered in monthly installments and shall be paid as tendered and no controversy or dispute in respect of any item shall delay payment, but any controversy or dispute shall be later considered and adjusted to the reasonable satisfaction of both parties or as adjudicated by a court. Each such amount shall bear interest at the Default Rate from the date the bill for such amount

has been tendered, with appropriate adjustments where amounts in dispute have been settled in favor of Air Rights Parcel Owner.

ARTICLE 17
Responsibility for Work

Real Estate Owner in approving any plans, drawings or specifications or contract for, or any manner or method of performing the work by, or materials used by, Air Rights Parcel Owner, its employees, agents, contractors or subcontractors, does not assume any responsibility or liability in respect to safety, adequacy, sufficiency or otherwise, which responsibility or liability shall be and remain with Air Rights Parcel Owner.

ARTICLE 18
Mechanics Liens

No Owner shall cause or, with advance actual knowledge, permit any mechanic's liens or other liens to be filed against the other Owner's (the "Impacted Owner") Parcel. If any liens shall be filed, such liening Owner (the "Liening Owner") shall procure and deliver to the Impacted Owner a full and complete cancellation and discharge thereof. The Impacted Owner agrees to cooperate with the Liening Owner in connection therewith at the sole cost and expense of the Liening Owner. If the Liening Owner shall fail to procure and deliver to the Impacted Owner such full and complete cancellation and discharge within thirty (30) days after written notice from the Impacted Owner requesting same, the Impacted Owner may, but shall not be required to, discharge or remove the same by deposit or payment and the amount so deposited or paid, with costs incident thereto, shall be payable by the Liening Owner immediately when the same shall have been deposited or paid by the Impacted Owner. All such payments shall bear interest at the Default Rate from the date of such deposit or payment by the Impacted Owner; provided that the Impacted Owner may not so discharge or remove any lien of the Liening Owner if the Liening Owner is in good faith contesting the same and the Liening Owner has furnished a cash deposit or a corporate surety bond or other security satisfactory to the Impacted Owner in an amount sufficient to pay such lien with interest and penalties.

ARTICLE 19
Applicable Laws and Observance of Legal Requirements

Section 19.1 Applicable Laws. The performance of each party hereunder are subject to all federal, state, and local laws, orders, regulations, rules, ordinances and requirements that are applicable to each such party ("Applicable Laws"). All legal proceedings in connection with any dispute arising under or relating to this Agreement shall be brought in the United States District Court for the district in which the Real Estate Parcel is located.

Section 19.2 Observance of Legal Requirements. Air Rights Parcel Owner shall, and shall include in all contracts related to the Air Rights Parcel a requirement that all contractors and tenants shall, promptly observe and comply with all Applicable Laws and all other regulations of the applicable board of underwriters, the applicable fire insurance exchange and/or of any entity exercising similar functions, and of all insurance companies writing policies covering the Air Rights Parcel, or any part or parts thereof, whether such Applicable Laws and

other regulations relate to use, construction, structural changes, alterations, repairs, renewals or requirements, to, or in, and about the Air Rights Parcel, or any building thereon, or to changes or requirements incident to, or as the result of, or in respect to, any use or occupation thereof, or otherwise, and whether the same are now in force, or those that may, at any time in the future, be passed, enacted or directed. Real Estate Owner shall comply with all Applicable Laws and all other regulations of the applicable board of underwriters, the applicable fire insurance exchange and/or of any entity exercising similar functions, and of all insurance companies writing policies applicable to Real Estate Owner's use of the Real Estate Parcel.

ARTICLE 20

Insurance

Section 20.1 Insurance. Air Rights Parcel Owner at its sole cost and expense shall maintain or cause its contractors and subcontractors to procure and maintain at their sole cost and expense during the entire term of this Agreement, and any extension thereof, the following types and amounts of insurance with insurance companies authorized to do business in the State of Illinois: a) commercial general liability insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations (including fire and extended coverages), separation of insureds, and contractual liability. Real Estate Owner is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement; b) when any motor vehicles (owned, non-owned and hired) are used by Air Rights Parcel Owner, Air Rights Parcel Owner must provide or cause to be provided automobile liability insurance with limits of not less than \$500,000.00 per occurrence for bodily injury and property damage; and c) worker's compensation and employer's liability insurance as prescribed by applicable law covering all employees who are to provide a service under this Agreement or employed by Air Rights Parcel Owner at the Air Rights Parcel, or at the Real Estate Parcel, and employers liability coverage with limits of not less than \$100,000.00 each accident or illness. If Air Rights Parcel Owner is a railroad then it will maintain FELA coverage with limits of not less than \$10 million in lieu of workers compensation and employer's liability insurance required in this section. Air Rights Parcel Owner expressly understands and agrees that any coverages and limits furnished by Air Rights Parcel Owner shall in no way limit Air Rights Parcel Owner's liabilities and responsibilities specified in this Agreement.

Section 20.2 Builder's Risk. Air Rights Parcel Owner shall also, at its own expense, during the process of construction of any improvements to or replacements of the Air Rights Building have and keep said improvements to or replacements of the Air Rights Building (including materials to be used in construction) insured for the benefit of Real Estate Owner, its mortgagee, if any, and Air Rights Parcel Owner, as applicable, with all risk builder's risk insurance, including collapse and debris removal.

Section 20.3 Policy Language. All the policies provided for in this Article 20 of this Agreement shall contain waivers of subrogation, if obtainable from the insurance companies, against Real Estate Owner. Policies delivered initially under this paragraph shall contain such waivers of subrogation.

Section 20.4 Evidence of Insurance. Air Rights Parcel Owner, and its contractors and subcontractors, shall deliver all policy originals or duplicate originals and endorsements thereto to the City of Chicago, Department of Risk Management and as otherwise directed by Real Estate Owner. In any event, Air Rights Parcel Owner shall not commence any of its operations or activities under this Agreement until such time as all insurance directed and required to be furnished by Air Rights Parcel Owner, and its contractors and subcontractors, is in full force and effect. Air Rights Parcel Owner and its contractors and subcontractors, shall provide the City, Department of Risk Management and as otherwise directed by Real Estate Owner within thirty (30) days, with written notification in the event of cancellation or modification of said policies.

Section 20.5 National Railroad Passenger Corporation Insurance. For so long as National Railroad Passenger Corporation ("Amtrak") is the Air Rights Parcel Owner it may, at its sole cost and expense, self-insure the insurance required hereunder. As long as Amtrak is the Air Rights Parcel Owner, upon the request of Real Estate Owner (no more often than annually), Air Rights Parcel Owner shall provide the Real Estate Owner with a coverage letter affirming the National Railroad Passenger Corporation self-insures the insurance required hereunder.

ARTICLE 21

Use of Insurance Proceeds

Section 21.1 Obligation to Rebuild. If at any one or more times, the Air Rights Building, or any part thereof is destroyed or damaged by fire or other casualty and as often as the Air Rights Building may be destroyed or damaged by fire or other casualty, Air Rights Parcel Owner, at its sole option and cost, and subject to the provisions of this Agreement, shall (a) rebuild or repair the same in accordance with the provisions of Article 11 of this Agreement; or (b) demolish the Air Rights Building, remove all debris from the Real Estate Parcel and provide landscaping or ground cover on all areas of the Real Estate Parcel that have been cleared and are not covered by improvements on the Real Estate Parcel.

Section 21.2 Commencement and Completion of Restoration. In the case of a serious fire or casualty, Air Rights Parcel Owner shall commence the work of repairing or restoring the Building or the Redevelopment or demolition thereof within six (6) months from the happening of any such fire or casualty event (such work to include the preparation of any necessary plans, the application for any required permits, and any other similar required steps) subject, however, to delays in the collection of any insurance proceeds and to delays resulting from causes beyond the reasonable control of Air Rights Parcel Owner, and diligently carry same through to completion.

ARTICLE 22

Indemnification

Section 22.1 Real Estate Owner Indemnification. Real Estate Owner shall indemnify, defend and save harmless, Air Rights Parcel Owner its beneficiaries, employees, successors and assigns ("Air Rights Parcel Owner Indemnitees") from all loss, damage, expense, claims and actions, which Air Rights Parcel Owner Indemnitees may suffer or sustain or be held liable for, growing out of loss of life or damage or injury to persons or property to whomsoever belonging, arising out of or connected with the work of erecting, constructing, redeveloping, and

thereafter inspecting, repairing, changing, improving, renewing or maintaining the Real Estate Building, the appurtenances and the supporting structures thereof by Real Estate Owner, its agents, employees, licensees, contractors, guests or invitees and those claiming through any of them upon the Air Rights Parcel, or upon or in the Real Estate Parcel. Additionally, Real Estate Owner shall include a requirement in each of its contracts with contractors, subcontractors or materialmen that perform any work in or on the Air Rights Parcel and the Real Estate Parcel for or on behalf of Real Estate Owner that such contractors, subcontractors and materialmen indemnify, defend and save harmless Air Rights Parcel Owner Indemnitees from all loss, damage, expense, claims and actions, which Air Rights Parcel Owner Indemnitees may suffer or sustain or for which they may be held liable by reason of damage to materials and equipment of or injury (including death) to Real Estate Owner, its officers, agents or employees, any contractors, subcontractors or materialmen, and any of their respective officers, representatives, or employees or other persons, engaged in the work of or on behalf of the Real Estate Owner, while on the Air Rights Parcel or the Real Estate Parcel, arising out of or in any manner, including but not limited to, connected with erecting, constructing, redeveloping, inspecting, repairing, changing, improving, renewing or maintaining the Real Estate Building, including the supporting structures, or other improvements on the Real Estate Parcel. Air Rights Parcel Owner shall cooperate with the Real Estate Owner, and its contractors, subcontractors or materialmen, in the defense of any such claims, demands or action.

Section 22.2 Air Right Parcel Owner Indemnification. Air Rights Parcel Owner shall indemnify, defend and save harmless, Real Estate Owner its beneficiaries, employees, successors and assigns ("Real Estate Owner Indemnitees") from all loss, damage, expense, claims and actions, which Real Estate Owner Indemnitees may suffer or sustain or be held liable for, growing out of loss of life or damage or injury to persons or property to whomsoever belonging, arising out of or connected with the work of erecting, constructing, redeveloping, and thereafter inspecting, repairing, changing, improving, renewing or maintaining the Air Rights Building, the appurtenances and the supporting structures thereof by Air Rights Parcel Owner, its agents, employees, licensees, contractors, guests or invitees and those claiming through any of them upon the Air Rights Parcel, or upon or in the Real Estate Parcel. Additionally, Air Rights Parcel Owner shall include a requirement in each of its contracts with contractors, subcontractors or materialmen that perform any work in or on the Air Rights Parcel and the Real Estate Parcel for or on behalf of Air Rights Parcel Owner that such contractors, subcontractors and materialmen indemnify, defend and save harmless Real Estate Owner Indemnitees from all loss, damage, expense, claims and actions, which Real Estate Owner Indemnitees may suffer or sustain or for which they may be held liable by reason of damage to materials and equipment of or injury (including death) to Air Rights Parcel Owner, its officers, agents or employees, any contractors, subcontractors or materialmen, and any of their respective officers, representatives, or employees or other persons, engaged in the work of or on behalf of the Air Rights Parcel Owner, while on the Air Rights Parcel or the Real Estate Parcel, arising out of or in any manner, including but not limited to, connected with erecting, constructing, redeveloping, inspecting, repairing, changing, improving, renewing or maintaining the Air Rights Building, including the supporting structures, or other improvements on the Air Rights Parcel. Real Estate Owner shall cooperate with the Air Rights Parcel Owner, and its contractors, subcontractors or materialmen, in the defense of any such claims, demands or action.

Section 22.3 Responsibility For Violation of Laws. Each Owner shall pay all costs, expenses, claims, fines, penalties and damages that may, in any manner, arise out of, or be imposed because of, the failure of such Owner to comply fully with the provisions of Article 19 of this Agreement. Except if an Owner's failure to comply with the provisions of Article 19 is directly caused by the other Owner, neither Owner shall have any responsibility for any costs, expenses, claims, fines, penalties and damages that, in any manner, may arise out of or be imposed because of the failure of the other Owner to comply fully with the provisions of Article 19.

Section 22.4 Indemnification Generally. All indemnifications, defense and hold harmless obligations of this Agreement: (i) are subject to the Illinois Construction Contract Indemnification For Negligence Act, 740 ILCS 35/0.01 *et seq.* as and to the extent that such Act is applicable; (ii) shall survive any termination or cancellation of this Agreement; and (iii) shall not be limited by the existence of any insurance policy.

ARTICLE 23

Use of Real Estate Parcel by Real Estate Owner

Section 23.1 FTA Grants. Air Rights Parcel Owner understands that the Real Estate Parcel can and will be occupied and used by Real Estate Owner and the Real Estate Permitted Users as well as the general public for use as a bus terminal and/or any other uses desired by Real Estate Owner in its reasonable discretion. Real Estate Owner represents that the Real Estate Parcel was acquired and improved with grants (the "FTA Grants") from the United States Department of Transportation, Federal Transit Administration ("FTA") and that use of the Real Estate Parcel and Air Rights Parcel shall remain subject to conditions and requirements established by the FTA and any of the terms and conditions of such FTA Grants (the "FTA Requirements"), except to the extent the FTA released the FTA Requirements as part of the transfer provided for in the Right of First Offer between Amtrak and the City or otherwise released. To the extent the Air Rights Parcel is subject to any FTA Requirements such requirements shall be set forth in the List of FTA Requirements, the form of which is attached as Exhibit D.

Section 23.2 FTA Master Agreement. Air Rights Parcel Owner acknowledges (A) receipt of a copy of the FTA Grants (Project ID # IL-95-X013-02) and FTA Master Agreement, dated October 1, 2013, (B) that Real Estate Owner has advised Air Rights Parcel Owner that pursuant to Section 21 the Real Estate Owner is subject to penalty for premature withdrawal of the Real Estate Parcel from public transportation use as set forth in the FTA Grants. In the event Air Rights Parcel Owner should knowingly cause the City to be in default or breach any FTA Requirements, Air Rights Parcel Owner shall undertake, as Air Rights Parcel Owner's sole expense, any and all efforts necessary to cure such default or breach. In the event such default or breach cannot be cured, Air Rights Parcel Owner shall pay to Real Estate Owner all costs and expenses (including fines and penalties) that FTA actually invoices or assesses against Real Estate Owner as a direct result of Air Rights Parcel Owner so knowingly causing the City to default or breach or any other default or breach of any FTA Requirements by Air Rights Parcel Owner.

ARTICLE 24
Floor Loads of the Building

Air Rights Parcel Owner will not suffer, allow or permit the loading of any of the floors of the Air Rights Building at any time erected, or any portion or portions thereof, beyond the loads which the same will safely support. Air Rights Parcel Owner shall indemnify and hold the Real Estate Owner harmless for any claims associated with the floor loads.

ARTICLE 25
Payment and Location of Utilities

Section 25.1 Payment of Utilities. Air Rights Parcel Owner shall and will, at its own cost and expense, arrange for and pay for all heat, light, water, telephone, sewer, and any and all other services and utilities (the "Utilities") used on or in connection with the Air Rights Parcel or the Air Rights Building. Real Estate Owner shall and will, at its own cost and expense, arrange for and pay for all Utilities and any and all other services used on or in connection with the Real Estate Owner's use and occupancy of the Real Estate Parcel and the Real Estate Building.

Section 25.2 Location of Utilities. Subject to all necessary and required permits from the City, all lines, pipes, wires, conduits and connections for such Utilities and services may be located and installed in the Real Estate Parcel, the City's public way, and in any other areas adjacent to the Air Rights Parcel at locations approved by Real Estate Owner and subject to all Applicable Laws. The Air Rights Parcel Owner and the utility companies shall, subject to acquisition of all necessary and required permits from the City, at all reasonable times have access to such installations for the repair and maintenance thereof. Nothing herein shall prevent Real Estate Owner from restricting or otherwise charging for use of the Real Estate Parcel, the City's public way, or any other areas adjacent to the Air Rights Parcel by such utilities or service providers, if such use would permit such utilities or other service providers to provide utilities or services to any Person other than Air Rights Parcel Owner or to any improvement other than the Air Rights Building. No utility service shall serve any property other than the Air Rights Parcel or the Real Estate Parcel without the consent of Real Estate Owner at its sole reasonable discretion.

ARTICLE 26
Flammable or Explosive Materials

The Owners will not use or keep, or, with advance actual knowledge, permit to be used or kept on either the Real Estate Parcel or the Air Rights Parcel, any oils, materials or substances of a flammable or explosive nature except in accordance with the rules and regulations of the board of fire underwriters or other public authorities. Any Owner responsible for the use or storage of any known, non-permitted oils, materials or substances of a flammable or explosive nature on either the Real Estate Parcel or the Air Rights Parcel shall immediately and safely remove from the Real Estate Parcel, the Air Rights Parcel, or both, as applicable such known, non-permitted oils, materials or substances of a flammable or explosive nature in accordance with the rules and regulations of the applicable public authorities.

ARTICLE 27
Inspection of Air Rights Parcel

Upon forty-eight (48) hours prior notice to Air Rights Parcel Owner (except in the event of an emergency in which case no consent shall be required, but provided notice is provided to Air Rights Parcel Owner by the Real Estate Owner), Air Rights Parcel Owner will permit Real Estate Owner, or its authorized agents, to enter the Air Rights Parcel at any and all reasonable time or times for the purpose of inspecting the same for the purpose of ensuring the continued proper and necessary use and occupancy of the Real Estate Parcel and Real Estate Parcel Improvements and Building, by the Real Estate Owner and any tenants thereof, provided such inspection does not unreasonably interfere with Air Rights Parcel Owner's (or any of its tenants') use of Air Rights Building.

ARTICLE 28
Condemnation

In the event of the taking, condemnation or purchase in lieu of a taking, of a portion, but only a portion, of the Air Rights Parcel and/or Air Rights Building, then Air Rights Parcel Owner, at its option, shall promptly (a) rebuild or repair the same in accordance with the provisions of Article 11 hereof, or (b) demolish the Building and provide landscaping or ground cover on all areas of the Real Estate Parcel that have been cleared and are not covered by improvements on the Real Estate Parcel. Each Owner hereby waives any right to participate in any award payable to the other Owner.

ARTICLE 29
Enforcement of Agreement

Section 29.1 Enforcement.

(a) If any Owner (a "Defaulting Owner") breaches any obligation under this Agreement (including, without limitation, the payment of any funds due pursuant to this Agreement), the non-defaulting Owner ("Non-Defaulting Owner") may give written notice to cure the breach within thirty (30) days after such notice is received, or if such breach cannot be cured within said thirty (30) day period and Defaulting Owner has not commenced to cure such breach within said 30-day period, and thereafter diligently proceeded to cure such breach, then the Non-Defaulting Owner may, but shall not be required to, with or without entry upon the Defaulting Owner's Parcel, abate and remove, correct or repair the condition causing the breach; provided, however, that if the condition causing the breach creates an imminent threat of loss or damage to any improvement or property on the Non-Defaulting Owner's Parcel or any injury to any person, the Non-Defaulting Owner may immediately abate and remove, correct or repair the condition. In addition, the Non-Defaulting Owner may enforce this Agreement against the Defaulting Owner by legal proceedings, at law or in equity.

(b) The total cost of any action taken (including labor, material, overhead and reasonable attorneys' or other consultant fees) by the Non-Defaulting Owner after the Defaulting Owner's breach and failure to cure shall be assessed against and paid by the

Defaulting Owner within thirty (30) days after receipt by the Defaulting Owner of a statement specifying the nature and costs of the action taken by the Non-Defaulting Owner.

(c) The Non-Defaulting Owner shall not, by reason of holding of any hearing or making any determination of a breach or nuisance by a Defaulting Owner or taking any curative action on such Defaulting Owner's Parcel, be liable to the Defaulting Owner for any loss or damage thereby sustained by the Defaulting Owner or anyone claiming by or under the Defaulting Owner, except for gross negligence or wanton and willful misconduct.

Section 29.2 Right to Lien.

(a) Establishment of Liens. Any and all amounts owed by any Owner hereunder in accordance with the terms and provisions of this Agreement which are delinquent beyond applicable cure periods, together with interest thereon at the Default Rate and the costs of collection (including, without limitation, court costs and reasonably attorneys' fees)(all of the foregoing sometimes hereinafter collectively referred to as the "Lien Costs") shall become the personal obligation of each such Parcel.

(b) Notice of Liens. The Lien Costs shall become a charge on and continuing lien ("Lien") against the respective Parcel(s) only from and after the time of the recordation with the Cook County Recorder's Office of a written acknowledged statement ("Notice of Lien") by the Owner owed such Lien Costs setting forth the amount due such Owner as of the date the statement is signed, the legal description of the Parcel against which the Lien is charged and the record Owner thereof. A copy of the Notice of Lien shall be mailed to the Owner in the manner hereinafter provided for giving notice set forth in Section 33.6.

(c) Release of Liens. Upon full payment of all sums secured by such Lien or other satisfaction thereof, the Owner who filed such Lien shall promptly cause to be recorded a release of the Lien stating the satisfaction and release of the amount claimed.

(d) Foreclosure of Lien. In addition to all other remedies available to any Owner who has established a Lien in accordance with this Section 29.2, such Owner shall have the right to file an action in equity to foreclose its Lien at any time after the effective date thereof. Such Owner shall have the right to purchase such Parcel at any foreclosure sale, and to retain, lease, mortgage or convey same.

Section 29.3 Specific Performance/Injunction. In the event of any violation or threatened violation by any Owner of any of the provisions of this Agreement, each of the Owners shall have the right to maintain an action for specific performance or injunction against the Owner(s) who are alleged to have violated or threatened to violate the provisions of this Agreement, and each Owner agrees that no objection to the form of action in any proceeding for specific performance or injunction shall be raised by any allegedly breaching Owner so that such specific performance or injunction may not be obtained by the other Owner.

Section 29.4 Waiver of Default. A waiver of any default by an Owner must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and the period of time specified in such express waiver.

One or more written waivers of any default in the performance of any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by any Person to or of any act or request by another Person requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to a Person by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity that a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair such party's standing to exercise any other right or remedy.

ARTICLE 30
Business Relationships

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

ARTICLE 31
Patriot Act Certification

Section 31.1 The Air Rights Parcel Owner represents and warrants that to its actual knowledge neither the Air Rights Parcel Owner nor any Affiliate thereof (as defined in Section 31.2) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

Section 31.2 As used in Section 31.1, an "Affiliate" shall be deemed to be a person or entity related to the Air Rights Parcel Owner that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Air Rights Parcel Owner, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity

(or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

ARTICLE 32
Inspector General and Legislative Inspector General

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

ARTICLE 33
Miscellaneous

Section 33.1 Successors and Assigns; Covenants running with the Land. The benefits and burdens of this Agreement shall inure to the Owners and their respective successors and assigns. All benefits and burdens shall be deemed to be covenants that run with the land.

Section 33.2 Invalidity; Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure of any party to enforce against any other party any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against such other party the same or any other term or provision.

Section 33.3 Amendments to Agreement. This Agreement may be amended or terminated only by an instrument signed by the then Real Estate Owner and the then Air Rights Parcel Owner. Any amendment to or termination of this Agreement shall be recorded with the Cook County Recorder.

Section 33.4 Term. The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual (or, if the law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in Section 34.3.

Section 33.5 Incorporation. Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement as an integral part hereof.

Section 33.6 Notices. All notices, demands, elections or other instruments required, permitted or desired to be served hereunder shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as set forth below or by Federal Express or similar overnight delivery service providing written proof of delivery. Any notice, demand, election or

other instrument so delivered shall be deemed received when delivered or when delivery is refused. Addresses for service of notice may be changed by written notice served at least ten (10) days prior to the effective date of any such change.

If to Real Estate Owner: City of Chicago
Chicago Department of Transportation
30 N. LaSalle Street, Suite 1100
Chicago, Illinois 60602
Attn: Commissioner

with a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

If to Air Rights Parcel Owner: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Box 25
Attn: Executive Vice President, NEC
Business Development, or successor

with a copy to: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attn: General Counsel

with a copy to: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Attn: Chief Engineer

Section 33.7 Estoppel Letter. Real Estate Owner and Air Rights Parcel Owner each agree at any time and from time to time upon not less than twenty (20) days prior written notice by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Agreement is in full force and effect as modified and stating the modifications), and stating whether or not to the best knowledge of the signer of such certificate, the requesting party is in default in keeping, observing or performing any terms, covenant, agreement, provision, condition or limitation contained in this Agreement and, if in default, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective assignee of the requesting party's interest in its Parcel, or any prospective mortgagee, but reliance on such certificate may not extend to any default of the requesting party as to which the signer shall have had no actual knowledge.

ARTICLE 34
Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 35
Execution

This Agreement may be executed in any number of counterparts, each of which so executed, shall be deemed to be an original and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered in their names and under their seals as of the day and year first above written.

Real Estate Owner:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM AND LEGALITY
(except for Legal Descriptions):

By: _____

Name: _____

Its: _____

Air Rights Parcel Owner:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.:
COUNTY OF _____)

I, _____, Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ the _____, of the CITY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as said officer, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on _____, 20__.

Notary Public

My commission expires: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

I, _____, Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ the _____, of NATIONAL RAILROAD PASSENGER CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as said officer, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on _____, 20__.

Notary Public

My commission expires: _____

[SUBJECT TO FINAL TITLE AND SURVEY UPON TRANSFER]

EXHIBIT A

LEGAL DESCRIPTION OF AIR RIGHTS PARCEL

PARCEL 1:

LOTS 1 AND 2 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM, COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

[SUBJECT TO FINAL TITLE AND SURVEY UPON TRANSFER]

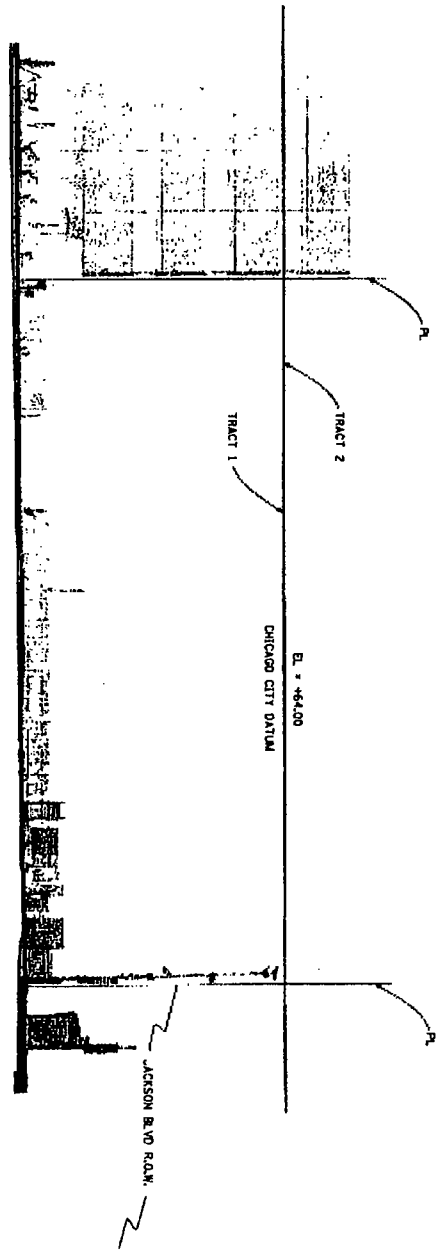
EXHIBIT B

DEPICTION OF AIR RIGHTS PARCEL

DEPICTION OF

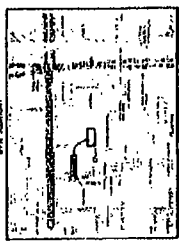
TRACT 1
 TRACT 2

SECTION A-A (SEE PAGE 1 OF 2)
 LOOKING WEST FROM CANAL ST.



TRACT 1
 TRACT 2

SECTION A-A (SEE PAGE 1 OF 2)
 LOOKING WEST FROM CANAL ST.



CLIENT: MULLER + MULLER, LTD. Dynasty Group <small>Engineers & Surveyors 1000 North Dearborn Street, Suite 1000 Chicago, Illinois 60610 Tel: 312.329.4000 Fax: 312.329.4007</small>	SHEET TITLE: BOUNDARY SURVEY UNION STATION TRANSPORTATION CENTER CHICAGO, ILLINOIS COOK COUNTY	4 02 000010 5 02 000015 6 02 000020 7 02 000025 8 02 000030	REVISION: REVISION: REVISION: REVISION: REVISION:	DRAWN: JAB/CE CHECKED: RJS DATE: 2014-04-29 SCALE: 1"=20' PROJ. NO.: 12100	SHEET NO. 2 OF 2
		9 02 000035 10 02 000040 11 02 000045 12 02 000050	REVISION: REVISION: REVISION: REVISION:	REVISION: REVISION: REVISION: REVISION:	REVISION: REVISION: REVISION: REVISION:

EXHIBIT C

REAL ESTATE PARCEL

PARCEL 1:

LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

LIST OF FTA REQUIREMENTS

1. [IDENTIFY REQUIREMENTS OR INSERT NONE]

EXHIBIT F

EXHIBIT F
ESCROW AGREEMENT



CHICAGO TITLE AND TRUST COMPANY

10 S. LASALLE, STE 3100, CHICAGO, IL 60603

Refer to: Krystina Cozzie
Phone no.: 312-223-3366
Fax no: 312-223-2076

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS

ESCROW TRUST NO: _____ DATE: _____

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: City of Chicago, a Municipal corporation

Purchaser: National Passenger Railroad Corporation, a corporation of the District of Columbia

Property Address:

Project Reference: Union Station

Proposed Disbursement Date:

Deposits:

1. The sum of \$ _____ by CHECKWIRE Representing: Funds to be held for development

PLEASE NOTE: Uncertified checks are held for ten business days after date of deposit. No funds can be dispensed before 10 business days limit expires. To avoid delays, use Cashier's or Certified checks or wire transfer.

Upon receipt of the funds, this escrow agreement will become effective.

Funds:

() WILL (X) WILL NOT BE INVESTED

NOTE: If funds are to be invested, an investment package will be sent. Please complete and return to Escrow Trustee as soon as possible in order to begin accruing interest.

Delivery of Deposits:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be deducted as follows: \$200 per year. Any overnight delivery or wire fee will be \$35.

This fee may be deducted from the outstanding escrow balance or billed.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Standard Provisions:

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrow Trustee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Disclaimer Re: Validity of Documentation:

In its capacity as Escrow Trustee, Escrow Trustee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Trustee to have been signed by the proper person. Escrow Trustee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller:

Name: City of Chicago
Chicago Department of Transportation

By: Commissioner

Address: 30 N. LaSalle Street, Suite 1100
Chicago, Illinois 60602

Phone: _____

Fax: _____

Email: _____

Signature: _____

For Purchaser:

Name: National Passenger Railroad Corporation

By: Assistant Vice President of Real Estate, or
successor

Address: 2955 Market Street
Philadelphia, Pennsylvania 19104

Phone: _____

Fax: _____

Email: _____

Signature: _____

Legal Representative:

Name: Taft Stettinius & Hollister LLP

By: Kathryn Kovitz Arnold, Esq.

Address: 111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

Phone: (312) 836-4031

Fax: (312) 527-9285

Email: karnold@taftlaw.com

Signature: _____

Legal Representative:

Name: National Railroad Passenger Corporation

By: General Counsel

Address: 60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Phone: _____

Fax: _____

Email: _____

Signature: _____

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: _____

Date: _____

1303319.3

EXHIBIT G

EXHIBIT G

**EASEMENT, CONSTRUCTION, MAINTENANCE AND OPERATION
AGREEMENT**

EXHIBIT H

EXHIBIT H

MEMORANDUM OF RIGHT OF FIRST OFFER

This instrument prepared by, and
after recording return to:

Kathryn Kovitz Arnold, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601

This space reserved for Recorder's use only.

MEMORANDUM OF RIGHT OF FIRST OFFER

This Memorandum of Right of First Offer (this “**Memorandum**”) is made and entered into as of the 1st day of May, 2015, by and between **CITY OF CHICAGO**, a municipal corporation (“**City**”) and **NATIONAL PASSENGER RAILROAD CORPORATION**, a corporation of the District of Columbia (“**Amtrak**”).

RECITALS

A. City and Amtrak have entered into that certain Right of First Offer dated on or about the date hereof (the “**Agreement**”) relating to the real property legally described on Exhibit A attached hereto (“**Property**”).

B. City and Amtrak intend and desire to set forth certain terms and provisions contained in the Agreement in this Memorandum for recording purposes.

NOW THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Agreement, City and Amtrak do hereby covenant, promise and agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. **RIGHT OF FIRST OFFER.** City has granted to Amtrak a right of first offer with respect to the Property, pursuant to the terms and conditions set forth in the Agreement.

3. **TERMINATION.** The term of the Agreement shall end on the earliest to occur of (i) the 30th anniversary of the date of recording hereof, (ii) the date of a Transfer (as defined in the Agreement) or (iii) the date the City may commence Development pursuant to Section 3.B.4 of the Agreement.

4. SUCCESSORS AND ASSIGNS. This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, subject however, to the provisions of the Agreement.

5. INCORPORATION OF AGREEMENT. This Memorandum is for informational purposes only, and nothing contained herein shall be deemed to in any way, modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

6. COUNTERPARTS. This Memorandum may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first written above.

City:

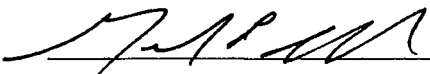
CITY OF CHICAGO, an Illinois municipal corporation

By: 

Name: Rebekah Scheinfeld

Its: COMMISSIONER

DEPARTMENT OF TRANSPORTATION
APPROVED AS TO FORM AND LEGALITY
(except for Legal Description):

By: 

Name: Michael P. Sheehan

Its: Special Asst. Corporation Counsel

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: _____

Name: _____

Its: _____

4. **SUCCESSORS AND ASSIGNS.** This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, subject however, to the provisions of the Agreement.

5. **INCORPORATION OF AGREEMENT.** This Memorandum is for informational purposes only, and nothing contained herein shall be deemed to in any way, modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

6. **COUNTERPARTS.** This Memorandum may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first written above.

City:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM AND LEGALITY
(except for Legal Description):

By: _____

Name: _____

Its: _____

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: B. Loshaj

Name: BRUCE LOSHAJ

Its: S2 DIRECTOR

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I hereby certify that on this 1st day of May, 2015, before me personally appeared Rebekah Scheinfeld, who acknowledged himself to be the Commissioner of **CITY OF CHICAGO**, a municipal corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as Commissioner of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Antonette B. Farmer
Notary Public

My commission expires: 10/17/16



STATE OF _____)
)
COUNTY OF _____)

I hereby certify that on this ____ day of _____, _____, before me personally appeared _____, who acknowledged himself to be the _____ of **NATIONAL PASSENGER RAILROAD CORPORATION**, a corporation of the District of Columbia, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as _____ of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I hereby certify that on this ____ day of _____, _____, before me personally appeared _____, who acknowledged himself to be the _____ of CITY OF CHICAGO, a municipal corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as _____ of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My commission expires: _____

STATE OF Pennsylvania)
)
COUNTY OF Philadelphia)

I hereby certify that on this 1st day of May, 2015, before me personally appeared Bruce Loolian, who acknowledged himself to be the Sr. Director of NATIONAL PASSENGER RAILROAD CORPORATION, a corporation of the District of Columbia, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, as Sr. Director of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Flaunt

Notary Public

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Florence Wright, Notary Public
Philadelphia City, Philadelphia County
My commission expires July 25, 2018

**[EXHIBIT FOR INFORMATION PURPOSES ONLY:
SUBJECT TO FINAL TITLE AND SURVEY UPON TRANSFER]**

EXHIBIT A TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.00 FEET CHICAGO CITY DATUM, COMPRISED OF ALL OF LOTS 3 AND 4, AND ALSO A PART OF LOTS 5 AND 6; ALL IN ASSESSOR'S DIVISION OF BLOCK 52 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 52 (SAID EAST LINE BEING ALSO THE WEST LINE OF SOUTH CANAL STREET), SAID POINT BEING 289.56 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 52, AND RUNNING THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 319.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 52; THENCE NORTHWARDLY ALONG SAID WEST LINE (SAID WEST LINE BEING ALSO THE EAST LINE OF SOUTH CLINTON STREET), A DISTANCE OF 60.30 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 4 IN SAID BLOCK 52; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID LOT 4 AND ALSO ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 319.95 FEET TO AN INTERSECTION WITH SAID EAST LINE OF BLOCK 52; THENCE SOUTHWARDLY ALONG SAID EAST LINE, A DISTANCE OF 58.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Legal Counsel

DINSMORE & SHOHL LLP
227 W. Monroe Street ^ Suite 3850
Chicago, IL 60606
www.dinsmore.com

Lenny D. Asaro
(312) 428-2724 (direct) ^ (312) 372-6085 (fax)
Lenny.asaro@dinsmore.com

April 1, 2019

SENT VIA EMAIL (lmisher@cityofchicago.org and
Michael.Gaynor@cityofchicago.org)

Lisa Misher
Deputy Corporation Counsel
City of Chicago Department of Law-Real
Estate and Land Use Division
121 North La Salle Street
Suite 600
Chicago, Illinois 60602

Michael Gaynor
Senior Counsel
City of Chicago Department of Law-Real
Estate and Land Use Division
121 North La Salle Street
Suite 600
Chicago, Illinois 60602

**Re: Right of First Offer Agreement between the City of Chicago
(the "City") and National Passenger Railroad Corporation d/b/a
Amtrak ("Amtrak") dated May 1, 2015, (the "ROFO Agreement")
with respect to the redevelopment of Chicago Union Station
(the "CUS Project")**

Dear Lisa and Michael:

Amtrak proposes to amend the terms and conditions of the ROFO Agreement in order to fulfill the letter and spirit of the Memorandum of Understanding between the City and Amtrak regarding Chicago Union Station dated October 18, 2018 (the "MOU"). The following are the proposed amendments:

- 1) To begin the ROFO process, Amtrak is *not* required to provide or obtain the City's approval of an Amtrak Schematic Plan described in Section 3, C of the ROFO Agreement in order to pursue and complete the Improvements described in Paragraph 2 of the MOU; provided, however, the closing on the sale of the Air Rights to Amtrak shall be contingent on the City's review and reasonable approval of: (a) the thirty percent (30%) plans for said Improvements and (b) a sources and uses budget therefor, which budget shall include line items for the hard costs and soft costs to complete the Improvements with respect to the funds escrowed pursuant to the ROFO

- Agreement. The City's review shall consider, among other things, whether the Improvements constitute a "capital project" under 49 U.S.C. 5302(3)(G).
- 2) Amtrak may begin the ROFO process described in Section 3, C of the ROFO Agreement by giving notice to the City containing:
 - a) the proposed price to be paid for the Air Rights based upon an appraisal (the "Amtrak ROFO Sale Price");
 - b) a copy of the appraisal obtained by Amtrak; and
 - c) the material terms upon which Amtrak is interested in purchasing the Air Rights (the combination of (a), (b) and (c) is the "Amtrak First Offer Notice").
 - 3) With respect to the appraisal that supports the Amtrak ROFO Sale Price, said appraisal shall be based on the following:
 - a) A land size of 34,862 square feet;
 - b) A zoning classification of Planned Development No. 376, as amended, ("PD No. 376") with an underlying zoning classification of DC-12;
 - c) A maximum floor area ratio ("FAR") of 12.0;
 - d) An Air Rights Square Footage of 417,344 square feet;
 - e) A highest and best use consistent with the permitted uses for Sub-Area B and Sub-Area C as stated in PD No. 376;
 - f) An effective date of value of November 1, 2018; and
 - g) The property rights to be appraised consisting of fee simple interest.
 - 4) With respect to Section 3, C, (3), within thirty (30) days after Amtrak provides the City with the Amtrak First Offer Notice, the City appraiser and the Amtrak appraiser will select a third appraiser to prepare the Third Appraisal referenced in said section in the event the Amtrak appraisal and City appraisal differ by more than ten percent (10%). Either Amtrak or its appraiser will engage the third appraiser but the City will be an "authorized" or "intended" user of the Third Appraisal. The City's share of the cost of the Third Appraisal will be offset or otherwise paid at closing. Prior to the engagement of the third appraiser, the City's appraiser and Amtrak's appraiser may meet to try to reconcile their appraisals and reduce the difference between them to 10% or less.
 - 5) Notwithstanding the waiver of rights in Section 3, C, (4) of the ROFO Agreement, such waiver shall not apply in the event Amtrak fails to close on the Air Rights due to the purchaser's failure to close on the purchase and sale agreement between RC Union Station Development Company, LLC and Amtrak with respect to the Amtrak Property (the "Phase B PSA"). Amtrak has provided the City with a redacted copy of the Phase B PSA and any amendments thereto and will provide the City redacted copies of any future amendments. This Section 5 will apply only in the event either RC Union Station Development Company, LLC or a transferee if such transfer

would not result in a Change in Control. The term "Change in Control" is defined in the Development Agreement for the Chicago Union Station Parking Garage Development Project by and between National Railroad Passenger Corporation and RC Union Station Development Company LLC, dated as of November 2, 2018, (the "MDA") a redacted copy of which Amtrak has provided to the City.

- 6) Notwithstanding the terms and conditions of Section 3, D of the ROFO Agreement, Amtrak shall not be required to initiate, pursue or secure approval of a subdivision ordinance with respect to its purchase of the Air Rights and Amtrak shall not be required to prepare or record a plat of subdivision with respect to said purchase.
- 7) The City's Department of Transportation shall initiate the proceeding to enact an ordinance authorizing the conveyance and quitclaim of all interest in the Air Rights to Amtrak and, subject to City Council approval, diligently pursue the proceeding to completion before the closing on the Phase B PSA. Pursuant to the Phase B PSA, Amtrak shall not be obligated to close any earlier than October 1, 2019, unless an earlier date may be agreed to in writing by Amtrak and RC Union Station Development Company LLC. Also pursuant to the Phase B PSA, RC Union Station Development Company LLC shall give Amtrak not fewer than 21 days prior written notice of the proposed closing date. Based on the foregoing, the City and Amtrak will use their best efforts to agree on the Amtrak ROFO Sale Price so that an ordinance authorizing the sale and conveyance of the Air Rights may be (a) introduced to the City Council by June 30, 2019, and (b) approved by the City Council by September 30, 2019. Amtrak shall give the City not fewer than 21 days prior written notice of the proposed date to close on the purchase of the Air Rights.
- 8) Notwithstanding the deadlines contained in Section 3, D, (1) of the ROFO Agreement, the closing on the Air Rights shall occur either on the date that purchaser under the Phase B PSA closes on the Amtrak Property or a date no later than fourteen (14) days after the closing on the Phase B PSA.
- 9) In the event the closing on the Phase B PSA occurs before the City Council adopts an ordinance authorizing the sale of the Air Rights to Amtrak or before Amtrak closes on the purchase of the Air Rights, then the Amtrak ROFO Sale Price shall be decreased by the costs and expenses mutually approved by Amtrak and the City and actually incurred by Amtrak for the Improvements (as defined in the MOU).
- 10) The form of the Escrow Agreement referenced in Section 3, D, (1) of the ROFO shall be consistent with the form attached hereto as Exhibit A. A final sources and uses budget, including detail regarding the use of the funds escrowed pursuant to the ROFO Agreement, shall be attached to the

Lisa Misher and Michael Gaynor
City of Chicago Department of Law-Real Estate and Land Use Division
April 1, 2019
Page 4

Escrow Agreement as an exhibit and disbursements made under the Escrow Agreement shall be governed by such budget. The City and Amtrak acknowledge that the source of the funds escrowed will be the consideration paid by Amtrak to purchase the Air Rights from the City.

- 11) In addition to the purposes for which Amtrak may receive the Reimbursement from the Escrow funds described in Section 3, D, (1) of the ROFO Agreement, Amtrak shall receive said Escrow funds as Reimbursement for the costs and expenses incurred by Amtrak to pursue and complete the Improvements described in Paragraph 2 of the MOU.
- 12) Notwithstanding the terms and conditions of Section 3, J of the ROFO Agreement, within fourteen (14) days after the date that Amtrak provides the City with the Amtrak First Offer Notice, the City shall request and diligently pursue the FTA's consent and approval of the sale of the Air Rights to Amtrak; Amtrak acknowledges that the FTA might not give its final consent and approval until the Final ROFO Sale Price is determined.

If the City of Chicago Department of Transportation agrees to the aforementioned amendments to the ROFO Agreement, please confirm such agreement by signing below.

Regards,

/s/ Lenny D. Asaro

Lenny D. Asaro

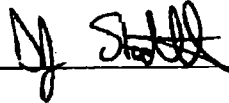
ACCEPTED this 2nd day of April, 2019:



Commissioner Rebekah Scheinfeld
City of Chicago Department of Transportation

Lisa Misher and Michael Gaynor
City of Chicago Department of Law-Real Estate and Land Use Division
April 1, 2019
Page 5

ACCEPTED this 1st day of April, 2019:



DJ Stadler
Executive Vice President of Administration for Amtrak

CC: Commissioner Rebekah Scheinfeld, Department of Transportation
Commissioner David Reifman, Department of Planning and Development
Peter Waldt

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHICAGO AND NATIONAL RAILROAD PASSENGER
CORPORATION
REGARDING CHICAGO UNION STATION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 10th day of October, 2018, by and between the CITY OF CHICAGO, a municipal corporation (the “City”), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia (“Amtrak”) (the City and Amtrak collectively referred to hereinafter as the “Parties”).

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. General.

A. Background.

(i) Chicago Union Station (the “Station”) is an iconic landmark and destination in Chicago. Amtrak has made previous upgrades to the historic station Headhouse, including environmental abatement, sprinkler systems, and the installation of air conditioning. Amtrak and the City share the goals of transforming the existing Station, including the historic Headhouse structure, by promoting interaction with its users and the surrounding City, integrating successfully with the surrounding West Loop neighborhood, and continuing to function as a key driver of the Chicago economy, serving over 33 million travelers and commuters per year. Amtrak and the City share the view that the Station has potential to become a vibrant destination rather than just a pass-through facility - a commercial center and civic asset that welcomes and serves travelers, neighborhood residents, and downtown workers alike, while further enhancing the economic vitality of the West Loop, the City and the Midwest region.

(ii) Based in part on the shared goal of Amtrak and the City to transform the existing Station as described in the preceding paragraph, the City and Amtrak entered into the Right of First Offer Agreement on May 1, 2015, (the “ROFO Agreement”). In general, pursuant to the ROFO Agreement, (a) the City agreed to grant to Amtrak a right of first offer with respect to the Air Rights (as defined in the ROFO Agreement), (b) Amtrak agreed that upon the closing on its purchase of the Air Rights, the Sale Price (as defined in the ROFO Agreement) shall be paid into an escrow and subject to the Escrow Agreement (as defined in the ROFO Agreement) and (c) the monies held in said escrow may be disbursed to reimburse Amtrak for costs and expenses mutually approved by the parties and actually incurred by Amtrak for the development, redevelopment or further

improvement of the Amtrak Properties (as defined in the ROFO Agreement)(the "Reimbursement Funds").

(iii) As contemplated in Statement Number 16 and the Bulk Regulations and Data Table of that certain Business Planned Development Ordinance Number 376 (the "Planned Development") anticipated to be recommended by the Chicago Plan Commission on October 18, 2018 and adopted by the City Council of the City (the "City Council") on October 31, 2018, an FAR Building Area of 425,202 square feet will be transferred from Sub-Area A to Sub-Area C of the Planned Development.

(iv) As further contemplated in Statement Number 16 of the Planned Development, upon adoption of the Planned Development and publication thereof in the Journal of the Proceedings of the City Council, the City shall, upon Amtrak's written request, approve a minor change to the Planned Development pursuant to Section 17-13-0611-A(2) of the City's Zoning Ordinance (provided that such minor change will not result in an increase in the maximum permitted floor area ratio for the total net site area), such that an FAR Building Area of 417,344 square feet will be transferred from Sub-Area B to Sub-Area A upon Amtrak's exercise of its rights under the ROFO Agreement, and the subsequent transfer of the Air Rights (as defined in the ROFO Agreement) comprising said 417,344 square feet of FAR Building Area, from the City to Amtrak; *provided*, however, that Amtrak acknowledges that subsequent additional development of Sub-Area A that increases the height of the Station more than 10% of the maximum height for Sub-Area as stated in the Planned Development will require a major change to the Planned Development pursuant to Sections 17-13-0611-B and 17-13-1003-L of the City's Zoning Ordinance. Pursuant to Statement 16 of the Planned Development, concurrent with the aforementioned transfers, the minor change shall also authorize the transfer of 7,868 square feet of FAR Building Area from Sub-Area C to Sub-Area A.

(v) As further contemplated in Statement Number 16 of the Planned Development, after (a) the aforementioned adoption and publication of the Planned Development, (b) RC Union Station Development Company LLC ("RC Union," the Applicant under the Planned Development) closes on the purchase of the Sub-Area C property, and (c) Amtrak closes on its purchase of the Air Rights from the City, Amtrak shall undertake certain improvements (the "Improvements") at the Station (which is located within Sub-Area A of the Planned Development) in connection with the Planned Development. Amtrak and the City agree that the Reimbursement Funds shall be expended to pay for the Improvements; *provided*, however, that (x) Amtrak shall not be obligated to expend any sums in excess of the greater of \$11,500,000 or the Reimbursement Funds, (y) Amtrak shall not be obligated to expend any of its own funds to pay for the Improvements so long as a balance remains in the escrow referenced in the ROFO Agreement and (z) to the extent that the Reimbursement Funds are less than \$11,500,000, Amtrak shall be obligated to expend its own funds to pay for the Improvements only after all Reimbursement Funds have been disbursed to pay for said improvements.

B. Definitions. The capitalized terms used but not otherwise defined herein have the meanings so ascribed to those terms in the (a) Planned Development and (b) ROFO Agreement, both of which are hereby incorporated by reference and made a part of this MOU.

2. The Improvements.

During 2019-2021, Amtrak shall plan, design, and use best efforts to complete the Improvements at the Station, which shall include, but are not limited to, the following (substantially as depicted on Exhibit A hereto):

A. Renovation of the former Fred Harvey space within the Station's Headhouse to a leasable condition including a new station entrance from Clinton Street, restoration of windows on the west façade that are currently covered with blocks and such potential improvements as new structural mezzanine spaces, related vertical circulation, related interior finishes and related HVAC.

B. Renovation of the former Metro Deli and adjacent Amtrak Police Department spaces within the Station's Headhouse to a leasable condition including such potential improvements as related interior finishes and related HVAC.

C. To the extent deemed feasible by Amtrak, renovation of (i) commercial storefront spaces along Canal Street and (ii) other minor spaces, in both cases within the Station's Headhouse, to a leasable condition including such potential improvements as related interior finishes and related HVAC.

D. Amtrak affirms its intent, contingent on reaching satisfactory terms with the major Station Concourse tenants, to work cooperatively with major Concourse tenants to plan, design, and implement further improvements to the Concourse, platform, and track areas of the Station as contemplated in the Chicago Union Station Master Plan and as may be further refined in Phase 1A preliminary engineering.

E. Amtrak affirms its intent to the future full build-out of other currently unoccupied spaces within the Head House portion of the Station contingent on reaching satisfactory terms with prospective developers and/or tenants of these spaces.

F. While Amtrak and the City desire to complete the Improvements during 2019-2021, Amtrak and the City acknowledge that Amtrak's ability to complete said improvements during this period are contingent in part on RC Union closing on its purchase of the Sub-Area C property as stated in Section 1(A)(v) of this MOU because Amtrak needs the proceeds from the closing to purchase the Air Rights from the City and the proceeds used to purchase the Air Rights are the proceeds that will constitute the Reimbursement Funds used to pay for the Improvements. Amtrak and the City further acknowledge that Amtrak needs to use the Reimbursement Funds to complete and pay for

the Improvements. Amtrak and the City further acknowledge that pursuant to the development agreement to be entered into by and between Amtrak and RC Union, RC Union is required to close on its purchase of the Sub-Area C property by October 1, 2022, or October 1, 2023, in the event RC Union extends the closing date. Based on the foregoing, the Reimbursement Funds might not be available to pay for the Improvements until after the 2019-2021 time period within which the City and Amtrak desire to complete the Improvements. In the event RC Union does not close on its purchase of the Sub-Area C property by June 1, 2021, Amtrak and the City agree to amend this MOU with respect to the time period within which Amtrak shall use best efforts to complete the Improvements.

3. So long as Amtrak has commenced the Improvements pursuant to this MOU and, thereafter, so long as Amtrak is acting in good faith pursuant to this MOU and exercising all due diligence to complete the Improvements or in the event of force majeure, the City and Amtrak agree that the time period within which Amtrak may obtain the Reimbursement Funds from the escrow pursuant to the ROFO Agreement shall be tolled so as to assure that Amtrak does not lose the right to obtain the Reimbursement Funds to pay for the Improvements. Amtrak and the City affirm its intent to preserve and use the Reimbursement Funds for the Improvements.

4. Assignment. Neither City nor Amtrak may assign or transfer in any manner its rights under this MOU without the prior consent of the other. Any attempted assignment or transfer by one party without the prior consent of the other party is null and void.

5. Notices. Except as otherwise provided in this MOU, all notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required or permitted to be given hereunder, or which are to be given with respect to this MOU, shall be in writing and shall be personally delivered, or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

City: City of Chicago
Department of Transportation
30 N. LaSalle Street, Suite 1100
Chicago, Illinois 60602
Attn: Commissioner

and

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

with a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

Amtrak: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Box 25
Attn: Executive Vice President NEC Business
Development, or successor

with a copy to: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attn: General Counsel

with a copy to: National Railroad Passenger Corporation
2955 Market Street
Philadelphia, Pennsylvania 19104
Attn: Chief Engineer

Notice mailed by registered or certified mail shall be deemed received by the addressee three (3) days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee on the business day following mailing thereof. Either party at any time may change the address for notice to such party or for any party receiving copies of Notices to such party hereunder by mailing, sending or delivering a Notice as aforesaid.

6. Miscellaneous.

A. Relationship. The relationship of the parties to this MOU is determined solely by the provisions of this MOU. Notwithstanding anything to the contrary in this MOU, the parties do not intend to create (and shall not be construed to have created) any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract.

B. Severability. The provisions of this MOU are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this MOU shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the

extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of the MOU in any other jurisdiction. The unaffected portion and provisions of the MOU will be enforced to the maximum extent permitted by law.

C. Waiver, Modification and Amendment. No amendment of, supplement to or waiver of any obligations under this MOU will be enforceable or admissible unless set forth in a writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

D. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the United States and the State of Illinois without regard to its rules of conflicts of laws.

E. Time of the Essence. Time is of the essence under this MOU.

F. Counterparts. This MOU may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above.

City:

CITY OF CHICAGO, an Illinois municipal corporation

By: [Signature]

Name: Rebekah Scheinfeld

Its: Commissioner of Transportation

CITY OF CHICAGO, an Illinois municipal corporation

By: [Signature]

Name: David L. Reifman

Its: Commissioner of Planning and Development

APPROVED AS TO FORM AND LEGALITY:

By: [Signature]

Name: MICHAEL L. GAYNE

Its: SUPERVISOR ASST. CHRIS. CASH

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written above.

City:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Name: Rebekah Scheinfeld

Its: Commissioner of Transportation

CITY OF CHICAGO, an Illinois municipal corporation

By: _____

Name: David L. Reifman

Its: Commissioner of Planning and Development

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: _____

Its: _____

Amtrak:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia

By: DJ STAATLER

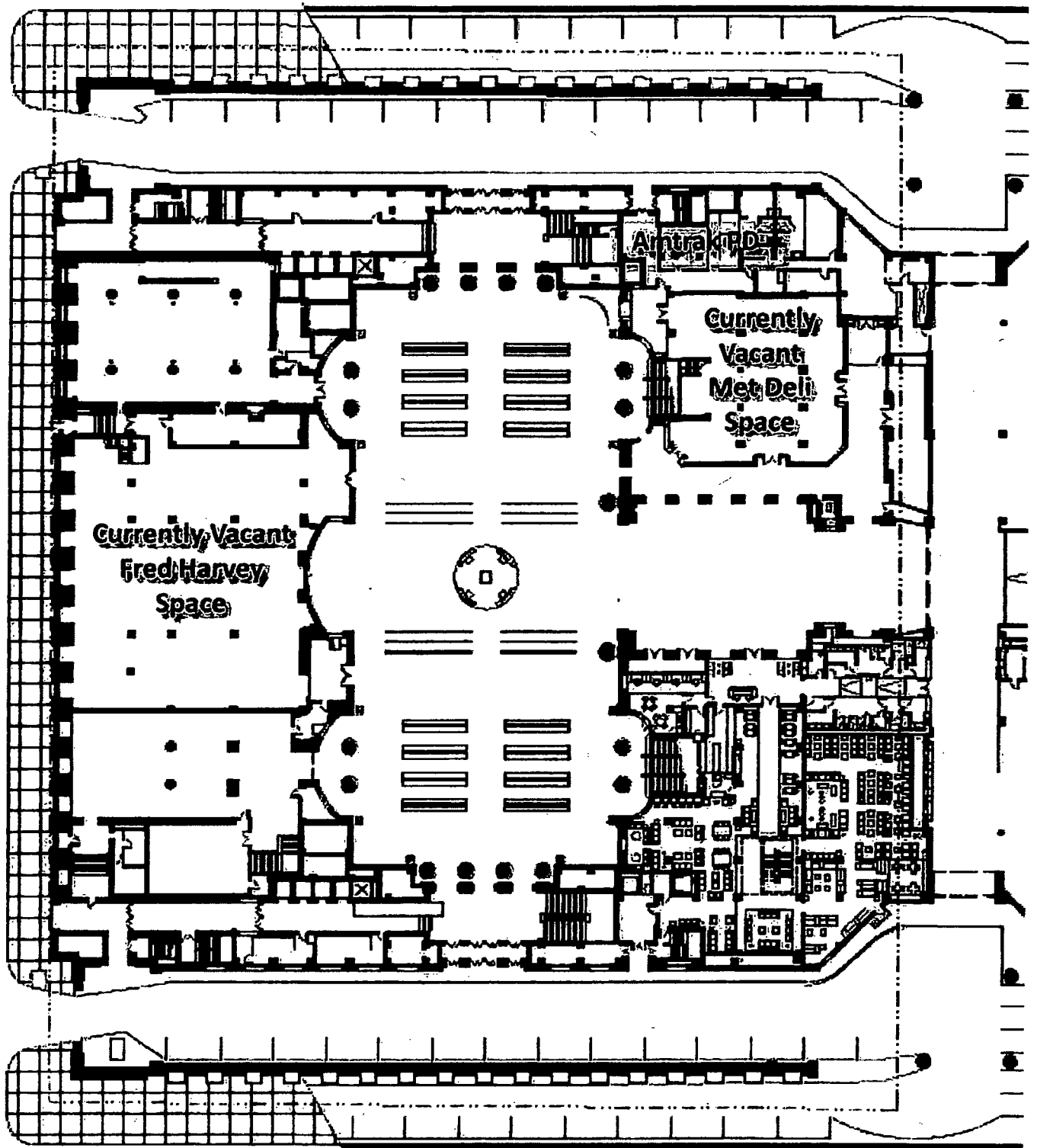
Name: DJ STAATLER

Its: EMP ADMINISTRATOR

EXHIBIT A
THE IMPROVEMENTS

Existing Head House – Concourse Level

Adams Street



Jackson Street



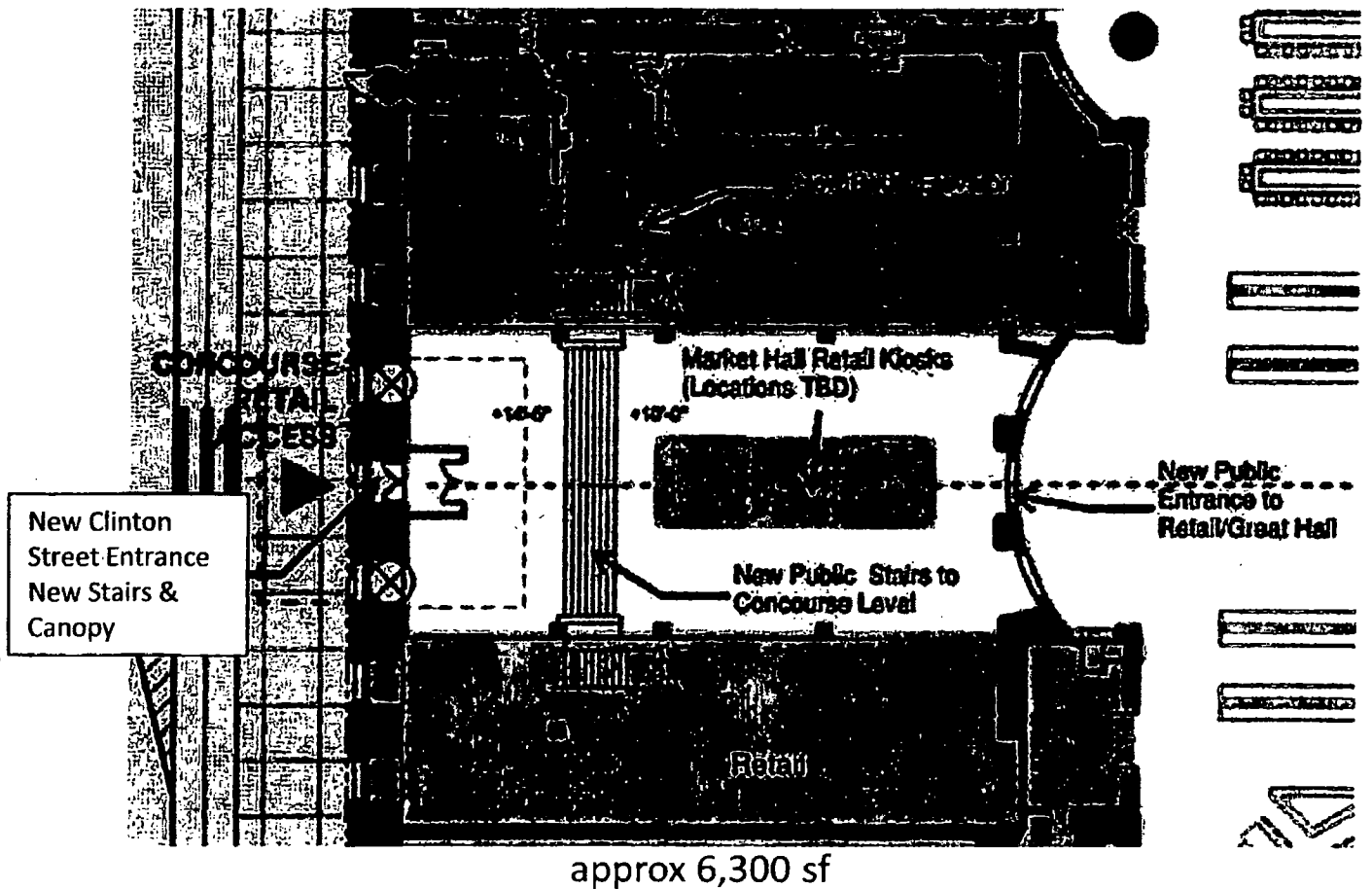
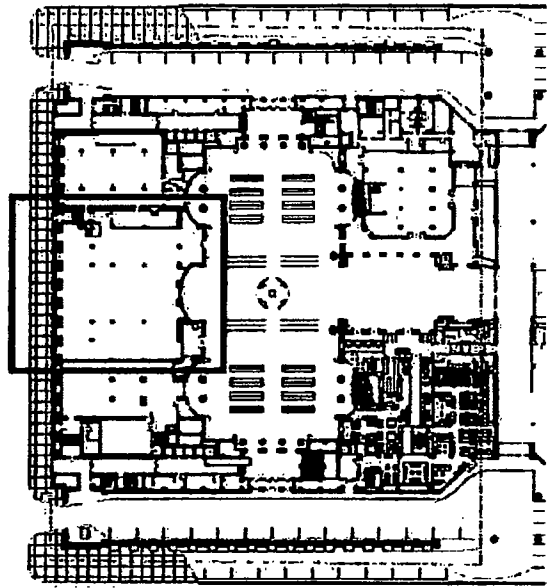
9
95

© CONOURSE FLOOR PLAN HEADHOUSE
SCALE: 1/8" = 1'-0"



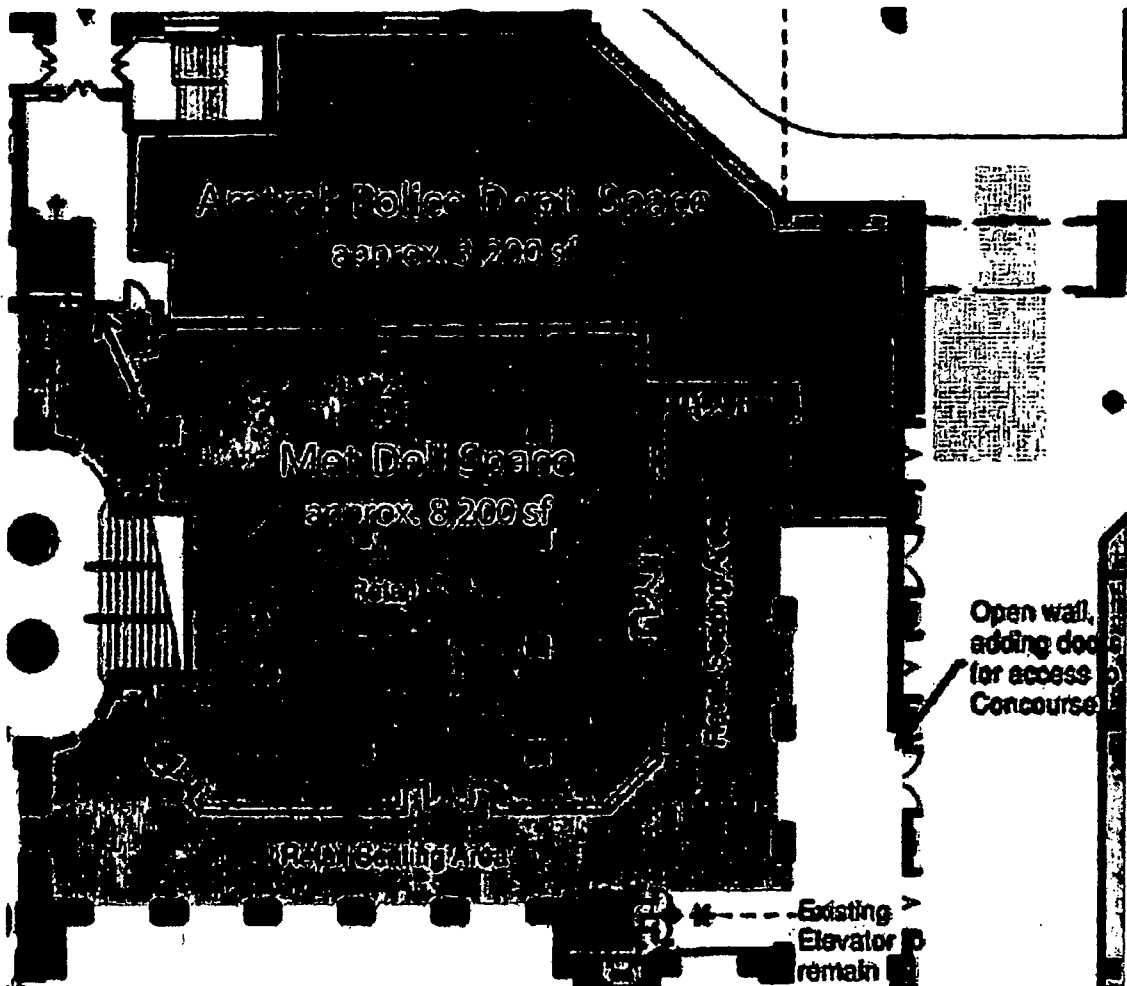
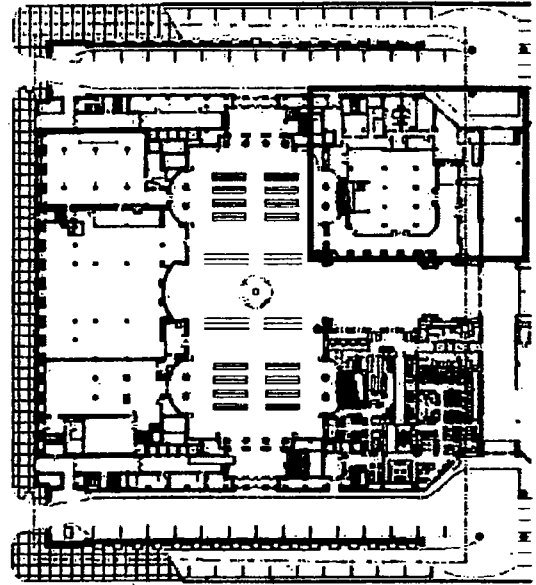
Conceptual New Clinton Street Entrance & Fred Harvey Space Activation

- "Warm Vanilla" Shell
- New Retail Balcony



**Conceptual
Met Deli Space Activation
APD Conversion to Retail
(Specific layout TBD)**

- "Warm Vanilla" Shell
- Black Iron Installation



**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:

National Railroad Passenger Corporation, a Washington D.C. corporation d/b/a Amtrak

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (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: 1 Massachusetts Avenue NW, Washington, D.C. 20001

C. Telephone: 215-349-1948 Fax: _____ Email: Brian.Gallagher2@amtrak

D. Name of contact person: Brian P. Gallagher

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

The Applicant is seeking approval of an ordinance authorizing the sale of air rights in the real property commonly known as 307-309 S. Clinton (PIN: 17-16-120-009 and -011) by the City of Chicago to the Applicant.

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

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

Specification # N/A and Contract # N/A

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 type="checkbox"/> Limited liability company |
| <input checked="" 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:

Washington, D.C.

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 Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name	Title
See Exhibit A attached hereto	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
None		

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

N/A

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

N/A

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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. 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 (<u>indicate whether paid or estimated.</u>) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

See Exhibit B attached hereto

(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 MCC 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. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before 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 subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any 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.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

N/A

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.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

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 MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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 MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

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 FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial 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 (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.

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:

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, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

(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, as amended, 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

Reports not required

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:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at 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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

National Railroad Passenger Corporation, a District of Columbia corporation

(Print or type exact legal name of Disclosing Party)

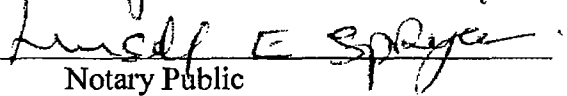
By: 
(Sign here)

Dave Handera
(Print or type name of person signing)


Vice President, Stations, Facilities, Properties and Accessibility
(Print or type title of person signing)

Signed and sworn to before me on (date) Feb 11, 2020

at KINGS County, New York (state).


Notary Public

Commission expires: 6/16/2022


LINSWELL E. SPRINGER
NOTARY PUBLIC
STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
No. 01SP6188865
COMMISSION EXPIRES 06/16/22

2/11/2020

**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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

EXHIBIT A
TO ECONOMIC DISCLOSURE STATEMENT

Board of Directors

Mr. Richard H. Anderson
Amtrak President and Chief Executive Officer

Mr. Christopher R. Beall

Ms. Yvonne Brathwaite Burke

Mr. Thomas C. Carper

Mr. Anthony R. Coscia
Chairman of the Board

Mr. Albert DiClemente

Ms. Elaine Chao
U.S. Secretary of Transportation

Mr. Jeffrey R. Moreland
Vice Chairman of the Board

Executive Leadership Team

Richard H. Anderson
Amtrak President and Chief Executive Officer

Stephen J. Gardner
Senior Executive Vice President, Chief Operating and Commercial Officer

Eleanor D. Acheson
Executive Vice President and General Counsel & Corporate Secretary

Roger Harris
Executive Vice President, Chief Marketing and Revenue Officer

Scot Naparstek
Executive Vice President, Chief Operations Officer

Dennis Newman
Executive Vice President, Planning & Strategy

Steve Predmore
Executive Vice President and Chief Safety Officer

DJ Stadtler
Executive Vice President and Chief Administrative Officer

Tracie Winbigler
Executive Vice President and Chief Financial Officer

Christian Zacariassen
Executive Vice President and Chief Information Officer

**EXHIBIT B
TO ECONOMIC DISCLOSURE STATEMENT**

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.
Lenny D. Asaro, Dinsmore & Shohl, LLP (Retained)	222 W. Adams, Suite 3400, Chicago, IL 60606	Attorney	\$10,000 (estimated)
Gerald Doherty, attorney-outside counsel (Retained)	c/o Amtrak, 1 Massachusetts Avenue NW Washington, DC 2001	Attorney	\$7,500 (estimated)
Joseph J. Blake and Associates, Inc. (Retained)	10 S. LaSalle Street, Suite 1140, Chicago, IL 60603	Appraiser	\$7,500 (paid)