



City of Chicago



SR2017-296

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/19/2017

Sponsor(s): Sadlowski Garza (10)

Type: Resolution

Title: Support of Class 6(b) tax incentive for property at 13535 S Torrence Ave

Committee(s) Assignment: Committee on Economic, Capital and Technology Development

SUBSTITUTE RESOLUTION

**CLASS 6(B) REAL ESTATE TAX INCENTIVE
FOR THE BENEFIT OF
CENTERPOINT CHICAGO ENTERPRISE LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY, AND
REAL ESTATE LOCATED GENERALLY AT
13535 SOUTH TORRENCE AVENUE IN CHICAGO, ILLINOIS
PURSUANT TO COOK COUNTY, ILLINOIS
TAX INCENTIVE ORDINANCE, CLASSIFICATION
SYSTEM FOR ASSESSMENT**

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes; and

WHEREAS, the City of Chicago (the "City"), consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, CenterPoint Chicago Enterprise LLC; an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 13535 South Torrence Avenue, Chicago, Illinois 60633, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, the Applicant has entered into a Build to Suit Purchase and Sale Agreement with CRRC SIFANG America Incorporated, an Illinois corporation (the "Purchaser"), with respect to the Subject Property; and

WHEREAS, the Applicant intends to construct an approximately 380,994 square foot industrial facility located on the Subject Property; and

WHEREAS, the redevelopment objective of the City in connection with the Subject Property is the creation of jobs by the industrial use of the facility; and

WHEREAS, it is intended that the Purchaser will use the Subject Property for manufacturing and assembling rapid transit rail cars; and

WHEREAS, the Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, the Subject Property is located within (i) the City of Chicago Enterprise Zone No. 3 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1 et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (ii) the Lake Calumet Area Industrial Tax Increment Financing Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended, and pursuant to an ordinance enacted by the City Council of the

City), and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, the County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating, among other things, that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, the intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2: That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3: That the Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 4: That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Assessor, and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 5: That the City, through its Department of Planning and Development ("DPD"), is authorized to enter into an Escrow Agreement with the Applicant and the Purchaser in substantially the form attached hereto, for the purpose of ensuring that Purchaser attains its hiring goals.

SECTION 6: That this resolution shall be effective immediately upon its passage and approval.

Honorable Susan Sadlowski Garza
Alderman, 10th Ward

EXHIBIT A

Legal Description of Subject Property

THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31, ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE; 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST 40.85 FEET; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET; 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT ON SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS OF SUBJECT PROPERTY

26-31-303-012-0000

26-31-303-013-0000

26-31-303-014-0000

26-31-303-020-0000

26-31-303-021-0000

26-31-303-022-0000

26-31-303-023-0000

26-31-303-024-0000

26-31-303-025-0000

EXHIBIT B

FORM OF ESCROW AGREEMENT

See attached.

Escrow Account No. _____

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of _____, 2017, is made and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"); CenterPoint Chicago Enterprise LLC, an Illinois limited liability company (the "Owner"); CRRC SIFANG America Incorporated, an Illinois corporation (the "Purchaser"), and _____ (the "Escrow Agent"), all as more particularly described on Exhibit A hereto.

Preliminary Statement

The Owner owns certain real estate located generally at 13535 South Torrence Avenue, Chicago, Illinois 60633 (the "Subject Property") and is building an approximately 380,994 square foot industrial facility thereon. The Owner has filed an application with the Office of the Assessor of Cook County for a real estate tax incentive ("Class 6(b) Tax Incentive") under the Cook County Real Property Assessment Classification Ordinance (the "Ordinance"), pertaining to the Subject Property. The Owner has entered into a Build to Suit Purchase and Sale Agreement dated as of November 15, 2016 ("Purchase and Sale Agreement") relating to the purchase and sale of the Subject Property with the Purchaser, who will benefit from the real estate tax savings of the Class 6(b) Tax Incentive, and who has promised to create 169 new jobs within five years at its facility on the Subject Property (the "Jobs Covenant"). The City is supportive of the Owner's application for a Class 6(b) Tax Incentive on the Subject Property due to the promised employment opportunities arising from the lease with the Purchaser, and desires to encourage the Purchaser to achieve its stated employment goals through the implementation of an escrow account.

The City and the Purchaser desire to utilize the staff and expertise of the Escrow Agent to disburse the Escrowed Funds (as hereinafter defined), subject to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

Section I. Creation of and Deposit to Escrow Account. There is hereby created with the Escrow Agent an escrow account (the "Escrow Account"), into which Purchaser shall deposit on the date hereof (A) \$500,000 (the "Escrowed Funds"), or (B) a \$500,000 letter of credit ("Letter of Credit") for the benefit of the City from a bank acceptable to the City (the "LC Funds"). The term of the Escrow Account shall be five years from the date of this Agreement. The Escrow Agent will provide, upon written request, any information regarding the disbursement of funds from the Escrow Account.

Section II. Manner of Disbursement. Disbursements from the Escrow Account are to be made at the end of the term of the Escrow Account by check to the Purchaser and/or the City, according to the Purchaser's compliance with the Jobs Covenant and pursuant to the disbursement request approved pursuant to Section III hereof.

- A. If the Purchaser has created at least 152 jobs, Escrow Agent shall, as the case may be, (i) disburse \$500,000 of Escrowed Funds to the Purchaser, or (ii) cancel and return the Letter of Credit to the Purchaser.
- B. If the Purchaser has created at least 129 jobs but fewer than 152 jobs, Escrow Agent shall, as the case may be, (i) disburse \$375,000 of Escrowed Funds to the Purchaser and \$125,000 of Escrowed Funds to the City, or (ii) draw down and disburse to the City \$125,000 of LC Funds under the Letter of Credit.
- C. If the Purchaser has created at least 76 jobs but fewer than 129 jobs, Escrow Agent shall, as the case may be, (i) disburse \$250,000 of Escrowed Funds to the Purchaser and \$250,000 of Escrowed Funds to the City, or (ii) draw down and disburse to the City \$250,000 of LC Funds under the Letter of Credit.
- D. If the Purchaser has created fewer than 76 jobs, Escrow Agent shall, as the case may be, (i) disburse \$500,000 of Escrowed Funds to the City, or (ii) draw down and disburse to the City \$500,000 of LC Funds under the Letter of Credit.

Section III. Condition Precedent to Disbursements. NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER IF THE CITY HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO. IF THE ESCROW AGENT SHALL HAVE RECEIVED SUCH A NOTICE FROM THE CITY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER UNLESS AND UNTIL THE CITY SHALL HAVE NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

Prior to the disbursement of funds hereunder, the Purchaser shall furnish to the Escrow Agent and the City a certificate certifying the number of jobs created by Purchaser at the facility on the Subject Property. Such certificate shall be accompanied by payroll registers or other supporting documentation as may be requested by the City. The City shall have 90 days to review the certificate and supporting documentation and shall notify the Escrow Agent, the Owner and the Purchaser of its approval or disapproval of the disbursement.

Section IV. Escrow Agent. It is understood by the parties hereto that the following provisions govern the duties of the Escrow Agent hereunder:

- A. The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of any certificate required hereunder;
- B. If at any time the Escrow Agent shall discover a misstatement of a material fact in any request or other notice from the Purchaser, it shall promptly give notice of such discovery to the City and shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of the City;
- C. Except with respect to funds for which the Escrow Agent shall have received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it hereunder. All income, if any, derived from any use which the Escrow Agent may make of the Escrowed Funds hereunder shall belong to the Purchaser;

D. The Escrow Agent's charges for the services performed and title insurance protection furnished hereunder, if any, are the responsibility of the Purchaser and are to be paid from funds deposited herein, and the Escrow Agent reserves the right to suspend further processing of funds in the Escrow Account until this is done or other arrangements satisfactory to the Escrow Agent have been made; and

E. It is understood by the parties hereto that the requirements listed in this Section IV are solely for the Escrow Agent's benefit to assist the Escrow Agent in fulfilling its obligations hereunder.

Section V. General.

A. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth on Exhibit A hereto, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day (as defined below) immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail. "Business Day" as used herein shall mean a day on which banks in the City of Chicago are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State of Illinois or any ordinance or resolution of the City of Chicago.

B. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

C. No official, officer or employee of the City shall be personally liable to the Owner or the Purchaser or any successor in interest of either in the event of any default or breach of this Escrow Agreement by the City or for any amount which may become due to the Purchaser or any successor in interest, or on any obligation under the terms of this Escrow Agreement. Owner is a party to this Agreement solely to acknowledge that it is the owner of the Subject Property and has entered into the Purchase and Sale Agreement with Purchaser; however, Owner shall not any obligation or liability to the Purchaser, the City or the Escrow Agreement under, arising out of or in any way related to this Agreement.

D. The Escrow Agent, the City, the Owner and the Purchaser agree that this Escrow Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than the Escrow Agent, the City, the Owner and the Purchaser, as a third party beneficiary or otherwise, under any theory of law.

E. If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included herein and

this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

F. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

G. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

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

By: _____
David L. Reifman, Commissioner

OWNER: CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company

By: CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PURCHASER: CRRC SIFANG CHICAGO INCORPORATED, an Illinois corporation

By: _____
Its: _____

ESCROW AGENT: _____

By: _____
Its: _____

EXHIBIT A

A. PARTIES:

1. CenterPoint Chicago Enterprise LLC, an Illinois limited liability company, referred to herein as the "Owner", having an address at 1808 Swift Drive, Oak Brook, Illinois 60523; Attention: Mr. Ed Harrington.
2. CRRC SIFANG America Incorporated, an Illinois corporation, referred to herein as the "Purchaser", having an address at 1415 West 22nd Street, Oak Brook, Illinois 60523, Attention: Mr. Kevin Qu.
3. City of Chicago, Illinois having an address at its Department of Planning and Development, City of Chicago, 121 North LaSalle Street, 10th Floor, Chicago, Illinois 60602, Attention: Commissioner.
4. [Name of Escrow Agent], an [Illinois] corporation, referred to herein as the "Escrow Agent", having an address at _____, Chicago, Illinois 606__; Attention: _____.

B. ADDRESSES OF PARTIES FOR NOTICE

IF TO THE CITY:

As set forth above, with copies to:

Department of Finance
City of Chicago
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

Office of the Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

IF TO THE OWNER:

As set forth above.

IF TO THE PURCHASER:

As set forth above.

CITY OF CHICAGO
AFFIDAVIT FOR COOK COUNTY CLASS 6b TAX INCENTIVE

On behalf of CenterPoint Chicago Enterprises LLC (the "Applicant"), I hereby certify, represent and warrant the following to the City of Chicago:

1. Attached as Exhibit 1 hereto and hereby incorporated herein is a true and correct list of all real estate owned in Cook County, Illinois by the Applicant, including all permanent index numbers associated with such real estate.
2. Attached as Exhibit 2 hereto and hereby incorporated herein is a true and correct Disclosure of the Ownership Interests of the Applicant as set forth in Cook County's Code of Ethical Conduct (Cook County, Ill., Code, Ch. 2, Art. VII, Div. 2, Subdiv. VI, Section 2-610).
3. The Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.
4. Attached as Exhibit 3 hereto and hereby incorporated herein is a true and correct Cook County Incentives Class Living Wage Ordinance Affidavit ("Living Wage Affidavit") for the Applicant. The Applicant hereby represents and warrants that it shall provide a Living Wage Affidavit to the City for any lessees of the Subject Property (as hereinafter defined) who enter into a lease for the Subject Property on or after July 1, 2020.
5. The Applicant is in compliance with all applicable laws, as required by the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "Tax Incentive Ordinance").

Under penalty of perjury, I hereby certify, represent and warrant that I have the knowledge and the authority to provide this Affidavit to the City of Chicago on behalf of the Applicant. This Affidavit shall be deemed to be the Applicant's Economic Disclosure Statement, as defined in the Tax Incentive Ordinance. The Applicant hereby submits this Affidavit to the City of Chicago for purposes of complying with the provisions of the Tax Incentive Ordinance.

I hereby acknowledge that the City of Chicago has not, and will not independently verify the certifications, representations and warranties contained herein. I further acknowledge that the City of Chicago is entitled to and is in fact relying upon the certifications, representations and warranties contained herein in connection with its support and consent for the Class 6b application of the Applicant to the Office of the Assessor of Cook County, Illinois pursuant to the Tax Incentive Ordinance in connection with property located at 13535 Torrence Avenue, in Chicago, Illinois (the "Subject Property").

I understand and acknowledge that if the certifications, representations or warranties contained herein are untrue in any respect, the support and consent of the City of Chicago for the Class 6b classification of the Subject Property may be revoked, and other penalties at law or in equity may apply.

APPLICANT:

Name of Company: CenterPoint Chicago Enterprise, LLC

By: CenterPoint Properties Trust, its manager

By: [Signature]

Print Name of Signatory: Rick A. Mathews

Print Title of Signatory: VP Legal

Signed and sworn before me on Apr. 17, 2017 (Date)

at COOK (County) ILLINOIS (State)

[Signature] (Notary Public)

My Commission expires on 12-23-17

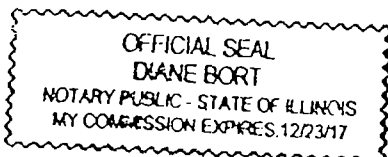


EXHIBIT I

See attached list of all real estate owned in Cook County, Illinois by the Applicant, including all permanent index numbers associated with such real estate.

EXHIBIT 1-A

Legal Description and Property Index Numbers

SUBJECT PROPERTY

THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31, ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE, 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET; 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 39 DEGREES 32 MINUTES 67 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT ON SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE

SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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- 26-31-303-022-0000
- 26-31-303-023-0000
- 26-31-303-024-0000
- 26-31-303-025-0000

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER X, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited
partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland
real estate investment trust, as Managing
General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive
Officer

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Prime Group Realty, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of October, 2004.

Louise Bueler
Notary Public

My commission expires: 11/22/07

[Seal]

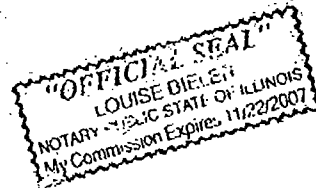


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 6 AND LOT 12 IN CHICAGO ENTERPRISE CENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD AS SHOWN ON PLAT OF SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750 (EXCEPT THEREFROM THAT PORTION FALLING WITHIN PARCEL 1).

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.
(Affects parcel 2)
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.
(Affects parcel 2)
7. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195.
(Affects parcels 1 and 2)
8. Easement for ingress and egress over the West 12.5 feet and the South 12.5 feet of lot 12, and the Southerly portion of lot 6, as shown on the plat of subdivision recorded May 25, 1993 as document 93397195, located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
(Affects parcel 1)
9. Easements, terms, provisions, conditions and limitations contained in the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and the amendment thereto recorded as document 96455750.
(For further particulars, see record.)
(Affects parcels 1 and 2)

10. Easements in favor of Torrence Partners Limited Partnership, an Illinois limited partnership, it's successors and assigns, as set forth in the easement agreement and amendment to declaration recorded June 14, 1996 as document 96455750, for the purpose of railroad tracks, water lines, gas lines, storm water and sewer drainage, all as depicted on the exhibits attached thereto, and the terms and conditions thereof.

(For further particulars, see record.)

(Affects lot 12 of parcel 1)

11. Rights of parties to maintain manholes, overhead wires, power poles, hydrants, underground electrical conduits, gas pipes, gas valves, transformers, water valves and vaults located on the property as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.

C2
2255530024

Document Prepared By:

M. Christine Craft, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428719056
Eugene "Gene" Moore Fee: \$32.60
Cook County Recorder of Deeds
Date: 10/13/2004 11:24 AM Pg: 1 of 6

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois, 60606-1283

SPECIAL WARRANTY DEED

THE GRANTOR, ENTERPRISE CENTER VII L.P., an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swill Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-010-0000, 26-31-303-024-0000

Property Address: 13535 A&D S. Torrence Avenue, Chicago, Illinois

City of Chicago
Dept. of Revenue
Transfer Stamp
\$42,528.75
10/13/2004 09:08 Batch 11881 2
355587

STATE TAX
STATE OF ILLINOIS
OCT 13 04
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
0000071235
0567050
FP326663

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
0001742691

REAL ESTATE TRANSFER TAX
0001742691
0285525
FP326670

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER VII, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center VII, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of October, 2004.

[Signature]
Notary Public

{Seal}

My commission expires: 11/22/07

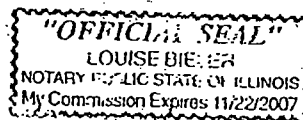


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 AND 16 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT 96455750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit 1 to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808 located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
(Affects lot 16 and parcel 2 only)
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
(Affects lot 16 and parcel 2 only)
6. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document 96455750, as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
7. Terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document 96455750.
8. Party wall rights of the owners of the property North and adjoining lot 16 and East and adjoining lot 2, as established by agreement recorded/filed as document 93397195, and the terms, covenants, and provisions contained therein.
(Affects the North line of lot 16 and the East line of lot 2)
9. Easement for the purpose of ingress and egress depicted on the plat of subdivision recorded May 23, 1993 as document 93397195, and the terms and provisions contained therein, and located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
(Affects the Northwesterly portion of lot 2 of parcel 1)
10. Rights of parties to maintain manholes, hydrants, overhead wires, power poles, transformer yards and substations, water valves, gas meters, overhead conduits, gas meters, vaults and pipes, located on the land as depicted on survey number N1-125583 made by National Survey Service Inc., dated May 20, 2004

11. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement; and (B) Rights of the adjoining owner of owners to the concurrent use of said easement.

Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428718058
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:26 AM Pg: 1 of 6

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

*8238682 02/14
See deed # 1760 Torrence Ave x Steps*

SPECIAL WARRANTY DEED

THE GRANTOR, KEMPER/PRIME INDUSTRIAL PARTNERS, an Illinois general partnership, with offices at c/o Prime Group Realty, Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60521 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor (in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-011-0000; 26-31-303-012-0000; 26-31-303-012-0000; 26-31-303-013-0000; 26-31-303-025-0000; 26-31-303-033-0000.

Property Address: 13535 S. Torrence Avenue, Chicago, Illinois

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS CHICAGO ENTERPRISE CENTER 13535 SOUTH TORRENCE CHICAGO, ILLINOIS

PARCEL 2:

LOT 1 PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS CHICAGO ENTERPRISE CENTER 13535 SOUTH TORRENCE CHICAGO, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96453750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. THE RIGHTS OF TENANTS UNDER THE LEASES AS TENANTS ONLY WITH NO RIGHTS TO PURCHASE EXCEPT AS FOR THE RIGHTS OF THE TENANTS SET FORTH ON EXHIBIT J TO THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF AUGUST 2, 2004 BY AND BETWEEN GRANTOR AND GRANTEE.
2. ACTS OF THE PURCHASER AND THOSE CLAIMING BY, THROUGH, AND UNDER PURCHASER.
3. REAL ESTATE TAXES AND ASSESSMENTS NOT DUE AND PAYABLE AS OF THE CLOSING.
4. EASEMENT AGREEMENT BETWEEN KEMPER PRIME INDUSTRIAL PARTNERS AND TORRENCE PARTNERS LIMITED PARTNERSHIP DATED JUNE 10, 1996 AND RECORDED MAY 14, 1996 AS DOCUMENT NUMBER 96455750.
5. EASEMENT IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF AN INTERCEPTING SEWER CREATED BY INSTRUMENT RECORDED MARCH 25, 1937 AS DOCUMENT 11968808 LOCATED AS SHOWN ON THE SURVEY (AFFECTS LOTS 5 AND 17 AND PARCEL 3 ONLY).
6. EASEMENT IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF AN INTERCEPTING SEWER, CREATED BY INSTRUMENT RECORDED MARCH 25, 1937 AS DOCUMENT 11968812 LOCATED AS SHOWN ON THE SURVEY (AFFECTS LOTS 5 AND 17 AND PARCEL 3 ONLY).
7. EASEMENT FOR RAILROAD PURPOSES OVER PORTIONS OF THE LAND AS DEPICTED ON THE PLAT OF SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195.
8. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AND AMENDMENT THERETO RECORDED AS DOCUMENT 96455750.
9. RIGHTS, IF ANY, OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE CALUMET RIVER, AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.
10. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 3 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
11. RIGHTS OF THE FOLLOWING LESSEE, AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEE, UNDER AN EXISTING UNRECORDED LEASES: INDUSTRIAL TRANSPORT

12. TERMS, PROVISIONS AND CONDITIONS OF RELEASE AND EASEMENT AGREEMENT MADE BY AND BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY, KEMPER/PRIME INDUSTRIAL PARTNERS ENTERPRISE CENTER VII, L.P., ENTERPRISE CENTER VIII, L.P., ENTERPRISE CENTER IX, L.P., ENTERPRISE CENTER X, L.P., DATED AUGUST 23, 1999 AND RECORDED APRIL 26, 2000 AS DOCUMENT 00290464.

(AFFECTS THE LAND AND OTHER PROPERTY)

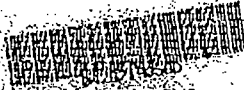
C3

Document Prepared By:

Christine Graft, Esq.
Furston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288



Doc# 0428710058
Eugene Gene Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:28 AM Pg. 1 of 6

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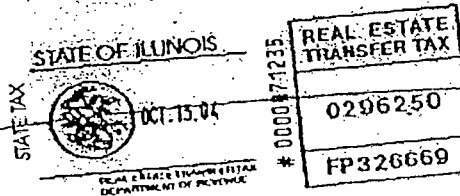
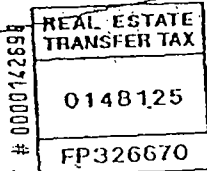
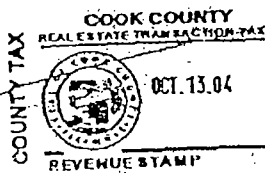
SPECIAL WARRANTY DEED

THE GRANTOR ENTERPRISE CENTER IX, LLP, an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-021-0000; 26-31-303-022-0000; 26-31-303-023-0000

Property Address: 13535 E-G S. Torrence Avenue, Chicago, Illinois



1 City of Chicago
Dept. of Revenue
355588
10/13/2004 09:06 Batch 11861 2
Real Estate Transfer Stamp \$22,218.75

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Granior on this 7th day of October, 2004.

ENTERPRISE CENTER IX, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center IX, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and sale of office this 7 day of October, 2004.

[Signature]
Notary Public

[Seal] My commission expires: 11/22/07

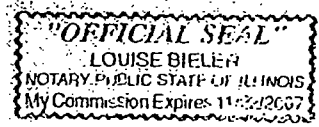


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 13, 14 AND 15 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750 (EXCEPT THEREFROM THAT PORTION FALLING WITHIN PARCEL 1).

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
5. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, located as shown on the survey made by National Survey Service, Inc. number N-125583, dated May 20, 2004.
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.
7. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.
8. Party wall rights of the owners of the property adjoining the land as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, affecting:

The South line of lot 15
The North line of lot 15
The North and South lines of lot 14
9. Easement for ingress and egress over the West 12.5 feet and the South 12.5 feet of lot 12, as shown on the plat of subdivision recorded May 25, 1993 as document 93397195 and as amended by document number 96455750.
10. Rights of parties to maintain power poles, manholes, overhead wires, electric meter, gas meter, overhead cables and wires, transformer, utility poles, water valves, substation and gas meters, located on the land as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.
11. Easement for ingress and egress as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750.

12. Easements, terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document number 96455750.
13. Easement in favor of Torrence Partners Limited Partnership, an Illinois Limited Partnership, its successor and assigns, as set forth in the easement agreement and amendment to declaration recorded June 14, 1996 as document 96455750, for the purpose of railroad tracks, as depicted on the plat of subdivision, and the terms and conditions thereof.

8225554 02/27

Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc# 0428802248
Eugene Gene Moore Fee: 632.00
Cook County Recorder of Deeds
Date: 10/14/2004 11:31 AM Pg: 1 of 6

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

SPECIAL WARRANTY DEED

THE GRANTOR, ENTERPRISE CENTER VIII, L.P., an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 2900, Chicago, Illinois 60601 (Grantor), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER, to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE, L.P., an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60521 (Grantee) and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-015-0000; 26-31-303-016-0000; 26-31-303-017-0000; 26-31-303-018-0000; 26-31-303-019-0000

Property Address: 13535 B S. Torrence Avenue, Chicago, Illinois

STATE OF ILLINOIS
OCT. 13. 04
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
000007392
0 1947.00
FP 103024

COOK COUNTY
REAL ESTATE TRANSACTION TAX
OCT. 13. 04
REVENUE STAMP

REAL ESTATE TRANSFER TAX
0000001517
00973.50
FP 103022


Box 400-CTCC

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER VIII, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited
partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland
real estate investment trust, as Managing
General Partner

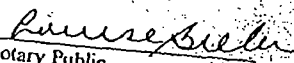
By: 
Name: Jeffrey A. Patterson
Title: President and Chief Executive
Officer



STATE OF ILLINOIS
COUNTY OF COOK }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center VIII, L.P., the limited partnership that executed the foregoing instrument and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as the managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of October, 2004.


Notary Public

[Seal] My commission expires: 11/22/07

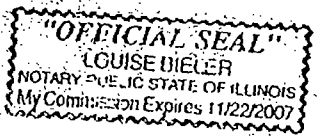


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 7, 8, 9, 10 AND 11 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993, AS DOCUMENT NUMBER 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

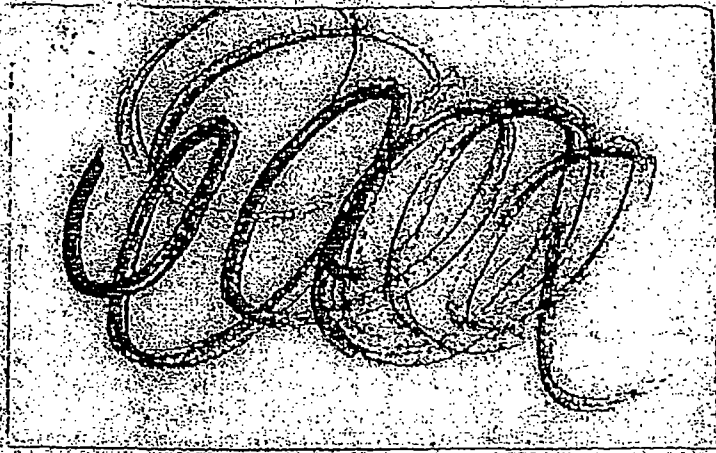
EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993, AS DOCUMENT NUMBER 93397195, OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995, AS DOCUMENT 95080794, AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996, AS DOCUMENT NO. 96455750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only, with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.
Located as shown on the survey.
(Affects parcel 2 only)
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.
Located as shown on the survey.
(Affects parcel 2 only)
7. Terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document number 96455750.
8. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
9. Party wall rights of the owners of the property adjoining the land, as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, affecting:
The North line of lot 7
The North and South lines of lots 8, 9 and 10
The South line of lot 11
The West line of the land
10. Easement for ingress and egress located on the Westerly portion of the land, as depicted on the survey.
11. Rights of parties to maintain power poles, manholes, overhead wires, transformer, substation, overhead cables, gas manhole, gas meters, gas regulators, water vault, telephone cables and

power lines, located on the land as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.



See attached *Cook County Disclosure of Ownership Interests* of the Applicant.

EXHIBIT 2

See attached Cook County Disclosure of Ownership Interests of the Applicant.

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

| Section | Description | Pages |
|---------|--|------------|
| 1 | Instructions for Completion of EDS | EDS i - ii |
| 2 | Certifications | EDS 1-2 |
| 3 | Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form | EDS 3 - 12 |
| 4 | Cook County Affidavit for Wage Theft Ordinance | EDS 13-14 |
| 5 | Contract and EDS Execution Page | EDS 15-17 |
| 6 | Cook County Signature Page | EDS 18 |

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements, and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page:

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS, PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE, AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1, et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

| Name | Address |
|--------------------------------|---|
| <u>Daley and Georges, Ltd.</u> | <u>20 C. Clark St., Chicago, IL 60603</u> |
| | |
| | |

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: No: The disclosing party does not have any employees.

b) If yes, list business addresses within Cook County:

Not applicable.

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: No: The disclosing party does not have any employees.

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): See attached Group Exhibit A.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below.

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

Contract #: N/A

County Department: Cook County Assessor (Incentives)

Business Entity Information (INCLUDES CORPORATE APPLICANT AND CORPORATE SUBSTANTIAL OWNERS):

Business Entity Name: CenterPoint Chicago Enterprise LLC

Street Address: 1808 Swift Road

City: Oak Brook

State: IL

Zip: 60523-1501

Phone #: (630) 586-8273

Individual Applicant and Individual Substantial Owner Information (If Applicable): NOT APPLICABLE

Last name: _____ First Name: _____ Mi: _____

SS# (Last Four Digits): _____ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () N/A Driver's License No: _____

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", or "C").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Name: Rich A. Mathews

Signature: [Handwritten Signature]

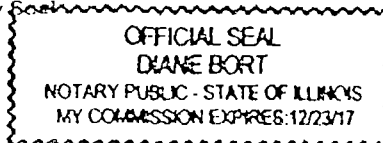
Date: April 17, 2017

Subscribed and sworn to before me this 17th day of April, 2017

X [Handwritten Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the contract.



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information contained in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

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

This Statement is being made by the [X] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [] Amended Statement

Identifying Information:

Name CenterPoint Chicago Enterprise LLC

D/B/A: N/A FEIN # Only: 36-3910279

Street Address: 1808 Swift Road

City: Oak Brook State: IL Zip Code: 60523-1501

Phone No.: 630 586-8167 Fax Number: Email: eharrington@centerpoint.com

Cook County Business Registration Number: Not applicable. (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 01271032 (Illinois Secretary of State File Number)

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[X] Other (describe) Limited liability company

Ownership Interest Declaration:

- List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|------------------------------|---|---|
| CenterPoint Properties Trust | 1808 Swift Road Oak Brook, IL 60523-1501 | 100% |

- If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|--|-------------------|---------------------|
| CenterPoint Properties Trust is 99.97% owned by Solstice Holdings, LLC (same address) | | |
| <u>Detailed disclosures are provided in the Economic Disclosure Statements provided to the City of Chicago, which are incorporated by reference.</u> | | |

- Is the Applicant constructively controlled by another person or Legal Entity? Yes No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------------------------------|---|-----------------------------------|--------------|
| CenterPoint Properties Trust | 1808 Swift Road Oak Brook, IL 60523-1501 | 100% | Manager |

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name | Address | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office |
|---|---------|--|----------------|
| <u>Not applicable; the disclosing party is a limited liability company, and its manager is disclosed above. Detailed disclosures are provided in the Economic Disclosure Statements provided to the City of Chicago, which are incorporated by reference.</u> | | | |

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Rick A. Matthews
Name of Authorized Applicant/Holder Representative (please print or type)

VP Legal
Title

RA. Mas
Signature

April 17, 2017
Date

erpmatt@centerpoint.com
E-mail address

630-586-8000
Phone Number

Subscribed to and sworn before me
this 17th day of April, 2017

My commission expires:



X Dane Bort
Notary Public Signature

Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

| | | |
|---------|-----------------|--------------|
| Parent | Grandparent | Stepfather |
| Child | Grandchild | Stepmother |
| Brother | Father-in-law | Stepson |
| Sister | Mother-in-law | Stepdaughter |
| Aunt | Son-in-law | Stepbrother |
| Uncle | Daughter-in-law | Stepsister |
| Niece | Brother-in-law | Halfbrother |
| Nephew | Sister-in-law | Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CenterPoint Chicago Enterprise LLC

Address of Person Doing Business with the County: 1808 Swift Road, Oak Brook, IL 60523-1501

Phone number of Person Doing Business with the County: (630) 586-8167

Email address of Person Doing Business with the County: eharrington@centerpoint.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Rick A Mathews, VP Legal 630-586-8167

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: Not applicable.

Not applicable.

The aggregate dollar value of the business you are doing or seeking to do with the County: \$Not applicable.

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Cook County Assessor's Office (Incentives)

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Cook County Assessor's Office (Incentives)

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

| Name of Individual Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|---|--|--|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

| Name of Member of Board of Director for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|--|--|--|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Name of Officer for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|--|--|--|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|---|--|--|---------------------------------|
|---|--|--|---------------------------------|

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

| Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|--|--|--|---------------------------------|
|--|--|--|---------------------------------|


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

| Name of Employee of Business Entity Directly Engaged in Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship |
|--|--|--|---------------------------------|
|--|--|--|---------------------------------|

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

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

April 17, 2017

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

*Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals, except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: Not applicable (Application for Class 5(b) real estate tax incentive)

County Using Agency (requesting Procurement): Cook County Assessor's office (Incentives)

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CenterPoint Chicago Enterprise LLC

Substantial Owner Complete Name: CenterPoint Properties Trust

FEIN# 36-3910279

Date of Birth: Not applicable E-mail address: eharrington@centerpoint.com

Street Address: 1808 Swift Road, Oak Brook, IL 60523-1501

City: Oak Brook State: IL Zip: 60523-1501

Home Phone: (N/A)

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *Rick A. Mathews* Date: April 17, 2017

Name of Person signing (Print): Rick A. Mathews Title: VP Legal

Subscribed and sworn to before me this 17th day of April, 2017

X *Diane Bort*
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

| | |
|------------------------------|---|
| _____ Corporation's Name | _____ President's Printed Name and Signature |
| _____ Telephone | _____ Email |
| _____ Secretary Signature | _____ Date |

Execution by LLC

CenterPoint Chicago Enterprise LLC
LLC Name

April 17, 2017
Date

RA. Mathews

Rick A. Mathews, NP Legal
*Member/Manager Printed Name and Signature
by CenterPoint Properties Trust, its Manager

Telephone and Email

Execution by Partnership/Joint Venture

| | |
|---|---|
| _____ Partnership/Joint Venture Name | _____ *Partner/Joint Venturer Printed Name and Signature |
| _____ Date | _____ Telephone and Email |

Execution by Sole Proprietorship

| | |
|-------------------------------------|----------------|
| _____ Printed Name and Signature | _____ Date |
| _____ Telephone | _____ Email |

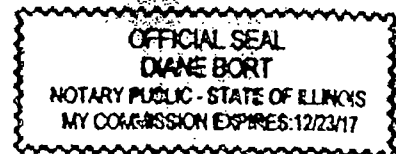
Subscribed and sworn to before me this
17th day of April, 2017.

Diane Bort

Notary Public Signature

My commission expires: _____

Notary Seal



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

CenterPoint Chicago Enterprise LLC
LLC Name

T.A. Mathews, VP Legal
Member/Manager Printed Name and Signature
by CenterPoint Properties Trust, its Manager

April 17, 2017
Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

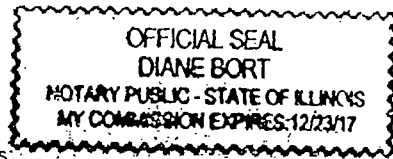
Email

Subscribed and sworn to before me this
17th day of April 2017

Diane Bort
Notary Public Signature

My commission expires:

Notary Seal



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

CenterPoint Chicago Enterprise LLC
LLC Name

Richard A. Mathews VP Legal
*Member/Manager Printed Name and Signature
by CenterPoint Properties Trust, its Manager

April 17, 2017
Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
17th day of April, 2017.

Diane Bort

Notary Public Signature

My commission expires:

Notary Seal



SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ _____

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

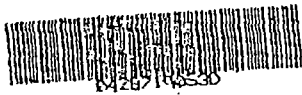
Date

GROUP EXHIBIT A



Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428719063
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:22 AM Pg: 1 of 5

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

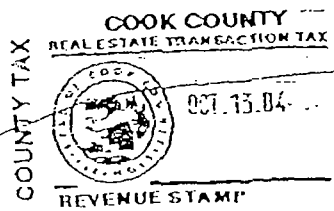
SPECIAL WARRANTY DEED

THE GRANTOR, ENTERPRISE CENTER X, L.P., an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-014-0000; 26-31-303-020-0000

Property Address: 13535 C&H S. Torrence Avenue, Chicago, Illinois



REAL ESTATE TRANSFER TAX
000071234
0110025
FP326670

STATE OF ILLINOIS
OCT 13 04
REAL ESTATE TRANSFER TAX
000071234
REAL ESTATE TRANSFER TAX
0220050
FP326669

City of Chicago
Dept. of Revenue
355585
10/13/2004 09:06 Batch 11881 2
Real Estate Transfer Stamp
\$16,503.75

02288
2559228

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7 day of October, 2004.

ENTERPRISE CENTER X, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing general partner of Enterprise Center X, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and sale of office this 7 day of October, 2004.

[Signature]
Notary Public

[Seal] My commission expires: 11/22/07

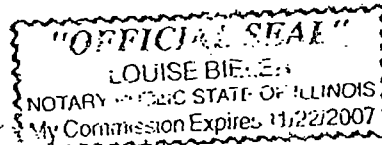


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 6 AND LOT 12 IN CHICAGO ENTERPRISE CENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD AS SHOWN ON PLAT OF SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750 (EXCEPT THEREFROM THAT PORTION FALLING WITHIN PARCEL 1).

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.
(Affects parcel 2)
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.
(Affects parcel 2)
7. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195.
(Affects parcels 1 and 2)
8. Easement for ingress and egress over the West 12.5 feet and the South 12.5 feet of lot 12, and the Southerly portion of lot 6, as shown on the plat of subdivision recorded May 25, 1993 as document 93397195, located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
(Affects parcel 1)
9. Easements, terms, provisions, conditions and limitations contained in the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and the amendment thereto recorded as document 96455750.
(For further particulars, see record.)
(Affects parcels 1 and 2)

10. Easements in favor of Torrence Partners Limited Partnership, an Illinois limited partnership, its successors and assigns, as set forth in the easement agreement and amendment to declaration recorded June 14, 1996 as document 96455750, for the purpose of railroad tracks; water lines; gas lines; storm water and sewer drainage, all as depicted on the exhibits attached thereto, and the terms and conditions thereof.

(For further particulars, see record.)

(Affects lot 12 of parcel 1)

11. Rights of parties to maintain manholes, overhead wires, power poles, hydrants, underground electrical conduits, gas pipes, gas valves, transformers, water valves and vaults located on the property as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.

C2



Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn, LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428719055
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:24 AM Pg: 1 of 5

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

82255302

SPECIAL WARRANTY DEED

THE GRANTOR, ENTERPRISE CENTER VII, L.P., an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-010-0000; 26-31-303-024-0000

Property Address: 13535 A&D S. Torrence Avenue, Chicago, Illinois

City of Chicago
Dept. of Revenue
Real Estate Transfer Stamp
\$42,528.75
10/13/2004 09:06 Batch 11881 2
355587



STATE OF ILLINOIS
OCT. 13. 04
STATE TAX
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
000071235
0567050
FP326669

COOK COUNTY
REAL ESTATE TRANSACTION TAX
OCT. 13. 04
COUNTY TAX
REVENUE STAMP

REAL ESTATE TRANSFER TAX
000712691
0209526
FP326670

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER VII, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center VII, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of October, 2004.

[Signature]
Notary Public

[Seal] My commission expires: 11/22/07

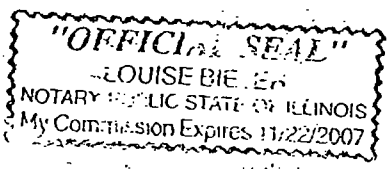


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 AND 16 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT 96455750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808 located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.

(Affects lot 16 and parcel 2 only)
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.

(Affects lot 16 and parcel 2 only)
6. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document 96455750, as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
7. Terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document 96455750.
8. Party wall rights of the owners of the property North and adjoining lot 16 and East and adjoining lot 2, as established by agreement recorded/filed as document 93397195, and the terms, covenants, and provisions contained therein.

(Affects the North line of lot 16 and the East line of lot 2)
9. Easement for the purpose of ingress and egress depicted on the plat of subdivision recorded May 23, 1993 as document 93397195, and the terms and provisions contained therein, and located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.

(Affects the Northwesterly portion of lot 2 of parcel 1)
10. Rights of parties to maintain manholes, hydrants, overhead wires, power poles, transformer yards and substations, water valves, gas meters, overhead conduits, gas meters, vaults and pipes, located on the land as depicted on survey number N1-125583 made by National Survey Service Inc., dated May 20, 2004

11. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement; and (B) Rights of the adjoining owner of owners to the concurrent use of said easement.

Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428719066
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:25 AM Pg: 1 of 5

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

SPECIAL WARRANTY DEED

THE GRANTOR, KEMPER/PRIME INDUSTRIAL PARTNERS, an Illinois general partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-011-0000; 26-31-303-012-0000; 26-31-303-012-0000; 26-31-303-013-0000; 26-31-303-025-0000; 26-31-303-033-0000

Property Address: 13535 S. Torrence Avenue, Chicago, Illinois

823868202XK
See deed # 1 for Transfer Deed & Stamp
②


S

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

KEMPER/PRIME INDUSTRIAL PARTNERS,
an Illinois general partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

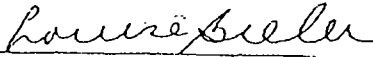
By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: 
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Kemper/Prime Industrial Partners, the general partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and sale of office this 7 day of October, 2004.


Notary Public

(Seal) My commission expires: 11/22/07

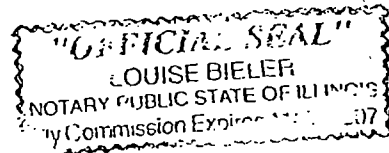


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: CHICAGO ENTERPRISE CENTER 13535 SOUTH TORRENCE CHICAGO, ILLINOIS

PARCEL 2:

LOT 1 PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: CHICAGO ENTERPRISE CENTER 13535 SOUTH TORRENCE CHICAGO, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. THE RIGHTS OF TENANTS UNDER THE LEASES AS TENANTS ONLY WITH NO RIGHTS TO PURCHASE EXCEPT AS FOR THE RIGHTS OF THE TENANTS SET FORTH ON EXHIBIT J TO THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF AUGUST 2, 2004 BY AND BETWEEN GRANTOR AND GRANTEE.
2. ACTS OF THE PURCHASER AND THOSE CLAIMING BY, THROUGH, AND UNDER PURCHASER.
3. REAL ESTATE TAXES AND ASSESSMENTS NOT DUE AND PAYABLE AS OF THE CLOSING.
4. EASEMENT AGREEMENT BETWEEN KEMPER PRIME INDUSTRIAL PARTNERS AND TORRENCE PARTNERS LIMITED PARTNERSHIP DATED JUNE 10, 1996 AND RECORDED MAY 14, 1996 AS DOCUMENT NUMBER 96455750.
5. EASEMENT IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF AN INTERCEPTING SEWER, CREATED BY INSTRUMENT RECORDED MARCH 25, 1937 AS DOCUMENT 11968808. LOCATED AS SHOWN ON THE SURVEY (AFFECTS LOTS 5 AND 17 AND PARCEL 3 ONLY)
6. EASEMENT IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF AN INTERCEPTING SEWER, CREATED BY INSTRUMENT RECORDED MARCH 25, 1937 AS DOCUMENT 11968812. LOCATED AS SHOWN ON THE SURVEY (AFFECTS LOTS 5 AND 17 AND PARCEL 3 ONLY)
7. EASEMENT FOR RAILROAD PURPOSES OVER PORTIONS OF THE LAND AS DEPICTED ON THE PLAT OF SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT 93397195
8. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AND AMENDMENT THERETO RECORDED AS DOCUMENT 96455750.
9. RIGHTS, IF ANY, OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE CALUMET RIVER; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.
10. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 3 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
 (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
11. RIGHTS OF THE FOLLOWING LESSEE, AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEE. UNDER AN EXISTING UNRECORDED LEASES: INDUSTRIAL TRANSPORT

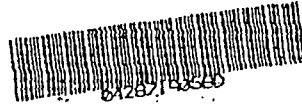
12. TERMS, PROVISIONS AND CONDITIONS OF RELEASE AND EASEMENT AGREEMENT MADE BY AND BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY, KEMPER/PRIME INDUSTRIAL PARTNERS, ENTERPRISE CENTER VII, L.P., ENTERPRISE CENTER VIII, L.P., ENTERPRISE CENTER IX, L.P., ENTERPRISE CENTER X, L.P., DATED AUGUST 23, 1999 AND RECORDED APRIL 26, 2000 AS DOCUMENT 00290464.

(AFFECTS THE LAND AND OTHER PROPERTY)

C3

Document Prepared By:

Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428719058
Eugene "Gene" Moore, Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/13/2004 11:28 AM Pg: 1 of 5

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

822555 0244

SPECIAL WARRANTY DEED

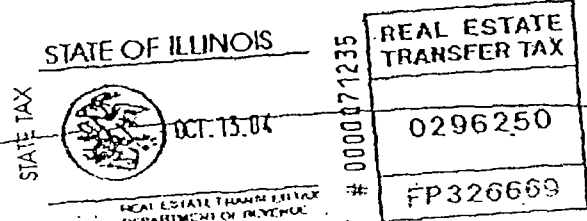
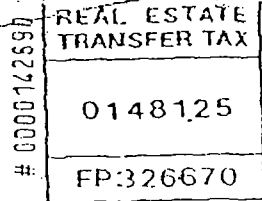
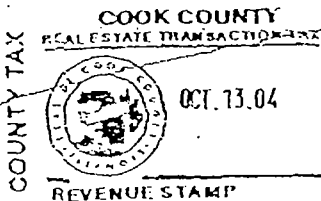
THE GRANTOR, ENTERPRISE CENTER IX, L.P., an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

J

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-303-021-0000; 26-31-303-022-0000; 26-31-303-023-0000

Property Address: 13535 E-G S. Torrence Avenue, Chicago, Illinois



City of Chicago
Dept. of Revenue
355586
Real Estate Transfer Stamp
\$22,218.75
10/13/2004 09:06 Batch 11881 2

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER IX, L.P.,
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

By: [Signature]
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center IX, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and sale of office this 7 day of October, 2004.

Louise Bieler
Notary Public

[Seal]

My commission expires: 11/22/07



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 13, 14 AND 15 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750 (EXCEPT THEREFROM THAT PORTION FALLING WITHIN PARCEL 1).

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
5. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.
7. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.
8. Party wall rights of the owners of the property adjoining the land, as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, affecting:

The South line of lot 15
The North line of lot 15
The North and South lines of lot 14
9. Easement for ingress and egress over the West 12.5 feet and the South 12.5 feet of lot 12, as shown on the plat of subdivision recorded May 25, 1993 as document 93397195 and as amended by document number 96455750.
10. Rights of parties to maintain power poles, manholes, overhead wires, electric meter, gas meter, overhead cables and wires, transformer, utility poles, water valves, substation, and gas meters, located on the land as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.
11. Easement for ingress and egress as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750.

12. Easements, terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document number 96455750.

13. Easement in favor of Torrence Partners Limited Partnership, an Illinois Limited Partnership, its successor and assigns, as set forth in the easement agreement and amendment to declaration recorded June 14, 1996 as document 96455750, for the purpose of railroad tracks, as depicted on the plat of subdivision, and the terms and conditions thereof.

Document Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601



Doc#: 0428802246
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/14/2004 11:31 AM Pg: 1 of 5

Upon Recording Return To:

Jerry Richman, Esq.
Weinberg Richmond LLP
333 West Wacker Drive, Suite 1800
Chicago, Illinois 60606-1288

SPECIAL WARRANTY DEED

THE GRANTOR, ENTERPRISE CENTER VIII, LP, an Illinois limited partnership, with offices at c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to GRANTEE, CENTERPOINT CHICAGO ENTERPRISE LLC, an Illinois limited liability company, with offices at 1808 Swift Drive, Oak Brook, Illinois 60523 ("Grantee") and to its successors and assigns, FOREVER, the real property described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, subject to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances").

TO-HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby said property hereby granted is, or may be, in any manner encumbered or charged, except as set forth in the Permitted Encumbrances, and hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise subject, however, to the Permitted Encumbrances.

Permanent Real Estate Number(s): 26-31-503-015-0000; 26-31-303-016-0000; 26-31-303-017-0000; 26-31-303-018-0000; 26-31-303-019-0000

Property Address: 13535 B S. Torrence Avenue, Chicago, Illinois

| | | | | | | | |
|-----------|---|--------------|---|------------|--|--------------|---|
| STATE TAX | STATE OF ILLINOIS OCT. 13. 04 REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE | # 0000007392 | REAL ESTATE TRANSFER TAX 01947.00 FP 103024 | COUNTY TAX | COOK COUNTY REAL ESTATE TRANSACTION TAX OCT. 13. 04 REVENUE STAMP | # 0000007417 | REAL ESTATE TRANSFER TAX 00973.50 FP 103022 |
|-----------|---|--------------|---|------------|--|--------------|---|

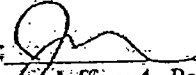
8225540246


IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on this 7th day of October, 2004.

ENTERPRISE CENTER VIII, L.P.
an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, as Managing General Partner

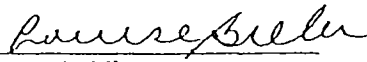
By: 
Name: Jeffrey A. Patterson
Title: President and Chief Executive Officer

| | | | | |
|----------|---|--|-------------|--------------------------|
| CITY TAX |  | CITY OF CHICAGO | # 000000873 | REAL ESTATE TRANSFER TAX |
| | | OCT-13-04 | | 1460250 |
| | | REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE | | FP 103023 |

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey A. Patterson, known to me to be the President and Chief Executive Officer of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the managing partner of Enterprise Center VIII, L.P., the limited partnership that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said real estate investment trust, as managing general partner of such limited partnership, as administrative member of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and sale of office this 7 day of October, 2004.


Notary Public

[Seal] My commission expires: 11/22/07

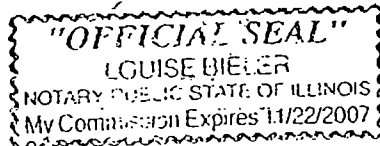


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 7, 8, 9, 10 AND 11 IN CHICAGO ENTERPRISE CENTER SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ AND THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CHICAGO ENTERPRISE SUBDIVISION RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 93397195 OVER AND ACROSS LOT 17 AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN SAID SUBDIVISION, TOGETHER WITH EASEMENTS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER RECORDED FEBRUARY 2, 1995 AS DOCUMENT 95080794 AS AMENDED BY EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION RECORDED JUNE 14, 1996 AS DOCUMENT NO. 96455750.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. The rights of tenants under the leases as tenants only with no rights to purchase except as for the rights of the tenants set forth on Exhibit J to that certain Purchase and Sale Agreement dated as of August 2, 2004 by and between Grantor and Grantee.
2. Acts of the Purchaser and those claiming by, through, and under Purchaser.
3. Real Estate Taxes and Assessments not due and payable as of the closing.
4. Easement for railroad purposes over portions of the land as depicted on the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, located as shown on the survey made by National Survey Service, Inc., number N-125583, dated May 20, 2004.
5. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968808.

Located as shown on the survey.
(Affects parcel 2 only)
6. Easement in favor of the Sanitary District of Chicago for construction, reconstruction, repair, maintenance and operation of an intercepting sewer, created by instrument recorded March 25, 1937 as document 11968812.

Located as shown on the survey.
(Affects parcel 2 only)
7. Terms, provisions, conditions and limitations of the declaration of covenants, conditions and restrictions and easements for Chicago Enterprise Center recorded February 2, 1995 as document 95080794 and amended by document number 96455750.
8. (A) Terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.
9. Party wall rights of the owners of the property adjoining the land, as established by the plat of subdivision recorded May 25, 1993 as document 93397195 and amended by document number 96455750, affecting:

The North line of lot 7

The North and South lines of lots 8, 9 and 10

The South line of lot 11

The West line of the land
10. Easement for ingress and egress located on the Westerly portion of the land, as depicted on the survey.
11. Rights of parties to maintain power poles, manholes, overhead wires, transformer, substation, overhead cables, gas manhole, gas meters, gas regulators, water vault, telephone cables and

power lines, located on the land as depicted on survey number N-125583 prepared by National Survey Service, Inc., dated May 20, 2004.

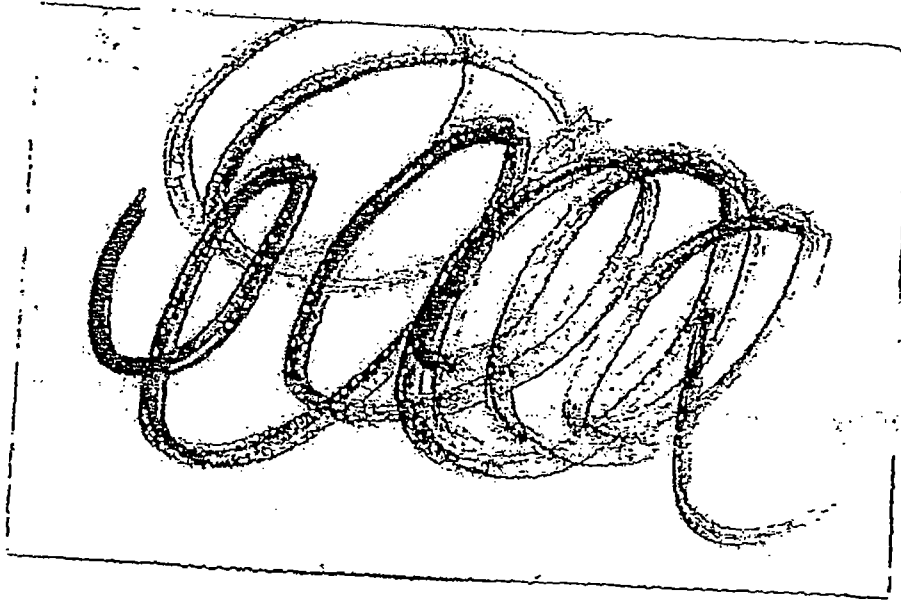


EXHIBIT 3

See attached Living Wage Affidavit for the Applicant.



INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Rick A. Mathews as agent for the applicant set forth below, who is seeking a classification/incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article 11, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec 74-60 et seq, as amended:
 - Class 6b
 - Class 6 (industrial property)
 - Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate): To Follow
4. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec 34-127 et seq, as amended (the Ordinance), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance due to one of the following options (check as appropriate):
 - Applicant is currently paying a living wage to its employees, as defined in the Ordinance. (No. Employees)
 - OR
 - Applicant is not required to pay a living wage pursuant to the Ordinance.

Further affiant sayeth not

[Signature]
Agent's Signature

Rick A. Mathews, V.P. Legal
Agent's Name & Title

1808 Swift Drive, Oak Brook, IL 60523
Agent's Mailing Address

(630) 586-8000
Agent's Telephone Number

CenterPoint Properties Trust as manager of
CenterPoint Chicago Enterprise LLC
Applicant's Name

1808 Swift Drive, Oak Brook, IL 60523
Applicant's Mailing Address

eharrington@centerpoint.com
Applicant's e-mail address

Subscribed and sworn before me this 17th day of April, 2017.



[Signature]
Signature of Notary Public



CITY HALL, ROOM 300
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE (312) 744-3063
FAX (312) 744-2870

PROCO JOE MORENO

CITY COUNCIL
CITY OF CHICAGO

ALDERMAN, 1ST WARD
2740 WEST NORTH AVENUE
CHICAGO, ILLINOIS 60647
TELEPHONE: 773-278-0101
FAX: 773-278-2541

COMMITTEE MEMBERSHIPS

CHAIRMAN, COMMITTEE ON ECONOMIC, CAPITAL &
TECHNOLOGY DEVELOPMENT

COMMITTEES, RULES & ETHICS

FINANCE

HEALTH & ENVIRONMENTAL PROTECTION

SPECIAL EVENTS, CULTURAL AFFAIRS & RECREATION

ZONING, LANDMARKS & BUILDING STANDARDS

September 23, 2017

To the President and Members of the City Council:

Your committee on Economic, Capital & Technology Development, for which a meeting was held on May 17, 2017, having had under consideration five (5) items, which included a Class 6(b) tax incentive resolution introduced by Alderman Sadlowski Garza for the property at 13535 S Torrence Avenue. This recommendation was concurred in a voice vote of all committee members present with no dissenting votes. The second item on the agenda was a Class 6(b) tax incentive resolution introduced by Alderman Thompson for the property at 1400 W 44th Street. This recommendation was concurred in a voice vote of all committee members present with no dissenting votes. The third item on the agenda was a Class 6(b) tax incentive resolution introduced by Alderman Ervin for property at 4401-4425 W Kinzie Street. This recommendation was concurred in a voice vote of all committee members present with no dissenting votes. The fourth item on the agenda was a class 6(b) tax incentive resolution introduced by Alderman Ervin for the property at 4217-4219 W Kinzie Street. This recommendation was concurred in a voice vote of all committee members present with no dissenting votes. The final item on the agenda was a Class 7(b) tax incentive ordinance introduced by Mayor Emanuel for the property at 1010-1058 W 35th Street. This recommendation was concurred in a voice vote of all committee members present with no dissenting votes.

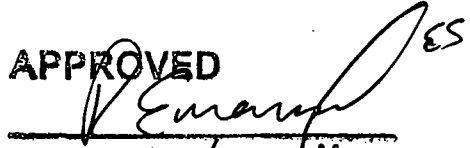
Respectfully submitted,

Proco Joe Moreno, Chairman
Committee on Economic, Capital & Technology Development

APPROVED


CORPORATION COUNSEL

APPROVED


6/15/17 Meyer