



Office of the City Clerk



O2012-5687

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City Council Document Tracking Sheet

Meeting Date:	9/12/2012
Sponsor(s):	Reilly, Brendan (42)
Type:	Ordinance
Title:	Construction, Easement and Maintenance Agreement (Wrigley Plaza) with 400-410 Michigan Real Estate LLC
Committee(s) Assignment:	Committee on Transportation and Public Way

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the sixty-six (66) foot wide dedicated public right of way known as "East North Water Street" bounded on the north and south by the towers that comprise the Wrigley Building, on the east by the west line of North Michigan Avenue and on the west by the east line of North Rush Street. Certain of the air space immediately over said portion of East North Water Street has been constructed with a City owned public way plaza bridge ("Wrigley Plaza"). The area of said East North Water Street underneath Wrigley Plaza is primarily utilized for public vehicular traffic; and

WHEREAS, Wrigley Plaza was originally constructed pursuant to ordinances adopted by the Chicago City Council on April 5, 1923 (published at pages 2360-2361 of the City Council Journal of Proceedings), July 12, 1956 (published at page 3009 of the City Council Journal of Proceedings)(the "1956 Ordinance") and April 10, 1957 (published at page 4702 of the City Council Journal of Proceedings); and

WHEREAS, pursuant to the 1956 Ordinance, the City agreed that it would, at the City's own cost and expense, maintain and keep Wrigley Plaza in a good state of repair; and

WHEREAS, 400-410 Michigan Real Estate, LLC, a Delaware limited liability company authorized to do business in Illinois (the "Developer") is the owner of the towers located at 400-410 North Michigan Avenue, Chicago, Illinois, commonly known as the "Wrigley Building"; and

WHEREAS, Wrigley Plaza is in need of significant rehabilitation, reconstruction and renovation. The City does not have funds to pay for such necessary work. The City, therefore desires to facilitate said rehabilitation, reconstruction, renovation and the future maintenance and repair of Wrigley Plaza by the Developer in an effort to reduce the City's ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken at private expense, improve pedestrian access to Wrigley Plaza, and improve public facilities and resources, in exchange for granting to the Developer certain easement rights benefiting the Wrigley Building as consideration therefor by entering into a Construction, Easement and Maintenance Agreement ("CEMA Agreement"); and

WHEREAS, on July 9, 2012, the City and Developer entered into a right of entry agreement thereby granting access to the Wrigley Plaza to the Developer solely for the purpose of permitting the Developer to enter onto the Wrigley Plaza, and onto the lower level of East North Water Street and lower Michigan Avenue beneath and/or adjacent to the Wrigley Plaza (for staging purposes only), all for the purposes of performing such structural renovations, repairs, reconstruction, granite paving system installation, construction staging at the staging area, and maintenance and operation of the Wrigley

Plaza and staging area pursuant to the Developer's Wrigley Plaza reconstruction and rehabilitation plans as required by the City's Department of Transportation "(CDOT)", and for no other purpose; and

WHEREAS, the right of entry agreement expires on October 6, 2012. The CEMA Agreement shall allow the Developer to (1) continue with the renovation project to completion and issuance of a certificate of completion; (2) maintain and repair certain City improvements to be constructed by the Developer; and (3) grant easement rights over certain permitted improvements and developer improvements, all defined in the CEMA Agreement; and

WHEREAS, the City shall retain ownership of Wrigley Plaza, as reconstructed, rehabilitated, and renovated as a public plaza and right of way; (ii) the Developer shall thereafter maintain and repair Wrigley Plaza; and (iii) the City shall grant certain easement rights to the Developer in and to Wrigley Plaza for the Developer's installation of certain developer improvements (as defined in the CEMA Agreement), and to portions of City-owned property adjacent to the Wrigley Building, which together, are all intended to off-set the cost of the renovation project and the Developer's future maintenance of Wrigley Plaza; and

WHEREAS, the renovation project and future maintenance and repair by the Developer, at its sole cost and expense, of Wrigley Plaza, will, among other things, improve the structural integrity and safety of Wrigley Plaza, improve the appearance of Wrigley Plaza, and enhance pedestrian accessibility between North Michigan Avenue and areas to the west; now therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a Construction, Easement and Maintenance Agreement ("CEMA Agreement") substantially in the form attached hereto as **Exhibit A**, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the CEMA Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the CEMA Agreement, with the approval of the City's Corporation Counsel.

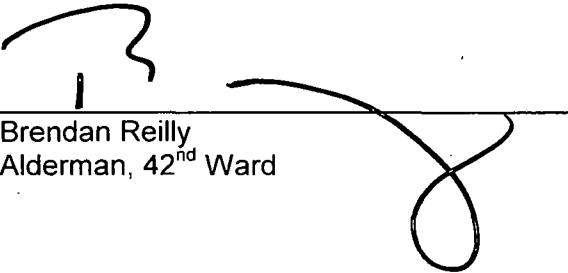
SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - Construction, Easement and Maintenance Agreement



Brendan Reilly
Alderman, 42nd Ward

EXHIBIT A

Construction, Easement and Maintenance Agreement

(attached)

(The Above Space For Recorder's Use Only)

**CONSTRUCTION, EASEMENT, AND MAINTENANCE AGREEMENT
(WRIGLEY PLAZA)**

This **CONSTRUCTION, EASEMENT AND MAINTENANCE AGREEMENT** ("Agreement") is made as of the ____ day of _____, 2012, by and between the **CITY OF CHICAGO**, by and through its Department of Transportation ("CDOT"), an Illinois municipal corporation and home rule unit of government ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **400-410 MICHIGAN REAL ESTATE, LLC**, a Delaware limited liability company authorized to do business in Illinois (the "Developer"), whose local corporate offices are located at 401 North Michigan Avenue, Suite 3100, Chicago, Illinois 60611. As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's successors and assigns, as described in Section 5.13 below. The City and Developer together shall be referred to herein from time to time as the "Parties".

RECITALS

A. The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The Developer is the owner of the towers located at 400-410 North Michigan Avenue, Chicago, Illinois, commonly known as the "Wrigley Building" and legally described on **Exhibit A** attached hereto.

C. The City is the owner of the sixty-six (66) foot wide dedicated public right of way known as "East North Water Street" bounded on the north and south by the towers that comprise the Wrigley Building, on the east by the west line of North Michigan Avenue and on the west by the east line of North Rush Street. Certain of the air space immediately over said portion of East

North Water Street has been constructed with a City-owned public way plaza bridge (“Wrigley Plaza”), as more fully described on Exhibit B attached hereto. The area of said East North Water Street underneath Wrigley Plaza is primarily utilized for public vehicular traffic.

D. Wrigley Plaza was originally constructed pursuant to ordinances adopted by the Chicago City Council on April 5, 1923 (published at pages 2360-2361 of the City Council Journal of Proceedings), July 12, 1956 (published at page 3009 of the City Council Journal of Proceedings)(the “1956 Ordinance”) and April 10, 1957 (published at page 4702 of the City Council Journal of Proceedings).

E. Pursuant to that 1956 Ordinance, the City agreed that it would, at the City’s own cost and expense, maintain and keep Wrigley Plaza in a good state of repair.

F. Wrigley Plaza is in need of significant rehabilitation, reconstruction and renovation. The City does not have funds to pay for such necessary work. The City therefore desires to facilitate said rehabilitation, reconstruction, renovation and the future maintenance and repair of Wrigley Plaza by the Developer in an effort to reduce the City’s ongoing maintenance obligations and liabilities, cause significant capital improvements to be undertaken at private expense, improve pedestrian access to Wrigley Plaza, and improve public facilities and resources, in exchange for granting to the Developer certain easement rights benefiting the Wrigley Building as consideration therefor by entering into this Agreement.

G. On July 9, 2012, the Parties entered into a “Right of Entry Agreement” thereby granting access to the Wrigley Plaza to the Developer and its contractor, Power Construction Company, LLC, an Illinois corporation, having its offices at 2360 North Palmer Drive, Schaumburg, Illinois 60173 (“POWER”), solely for the purpose of permitting the Developer and POWER to enter onto the Wrigley Plaza, and onto the lower level of East North Water Street and lower Michigan Avenue beneath and/or adjacent to the Wrigley Plaza (for staging purposes only) (the “Staging Area”), all for the purposes of performing such structural renovations, repairs, reconstruction, granite paving system installation, construction staging at the Staging Area (the Renovation Project”), and maintenance and operation of the Wrigley Plaza and Staging Area pursuant to the Developer’s Wrigley Plaza reconstruction and rehabilitation plans, in accordance with the “Scope of Work and Plans,” as more fully described on Exhibit C (as subsequently updated on August 9, 2012), attached hereto, and as may be required by CDOT, and for no other purpose. The Right of Entry Agreement expires on October 6, 2012; and

H. This Agreement shall allow the Developer to (1) continue with the Renovation Project to completion and issuance of the Certificate (as defined herein); (2) maintain and repair the City Improvements (defined herein); and (3) grant easement rights over the Permitted Improvements and Developer Improvements (all defined herein) to the Developer.

I. As more particularly described below, the Parties desire that (i) the City shall retain ownership of Wrigley Plaza, as reconstructed, rehabilitated, and renovated in accordance with the Scope of Work and Plans, as a public plaza and right of way; (ii) notwithstanding such

retained City ownership, the Developer shall thereafter maintain and repair Wrigley Plaza; and (iii) the City shall grant certain easement rights, as more particularly described below, to the Developer in and to Wrigley Plaza for the Developer's installation of certain Developer Improvements (as defined in Section 2.1.2 herein), and to portions of City-owned property adjacent to the Wrigley Building, which together, are all intended to off-set the cost of the Renovation Project and the Developer's future maintenance of Wrigley Plaza.

J. The Renovation Project and future maintenance and repair by the Developer, at its sole cost and expense, of Wrigley Plaza, as described further below, will, among other things, improve the structural integrity and safety of Wrigley Plaza, improve the appearance of Wrigley Plaza, and enhance pedestrian accessibility between North Michigan Avenue and areas to the west.

K. The City Council of the City, by ordinance adopted October __, 2012 ("Ordinance"), authorized the City's execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of them hereby covenant and agree with the other as follows:

SECTION 1 **INCORPORATION OF RECITALS AND EXHIBITS**

The recitals set forth above (including, without limitation, the definitions set forth therein), and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2 **THE RENOVATION PROJECT**

2.1 Scope of Work and Plans; City Work to Other Components. The Developer shall conduct the Renovation Project in accordance with the Scope of Work and Plans described in **Exhibit C**, which have been previously approved by CDOT. No material deviation from the Scope of Work and Plans shall be made without the prior written approval of CDOT. The Scope of Work and Plans shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations. The Renovation Project consists of work to be performed by the Developer and POWER, consisting of the components described and defined in Sections 2.1.1 and 2.1.2 below as the "City Improvements" and the "Developer Improvements." The Renovation Project does not include work to the following components, which shall remain owned and maintained by the City: (i) lighting on the underside of the Wrigley Plaza bridge deck to illuminate lower East North Water Street (the "Lower Level Street Lights"); and (ii) any other utility facilities located on or attached to the underside of the Wrigley

Plaza bridge deck. The City shall be responsible for the removal and replacement of the Lower Level Street Lights, which shall be conducted at the City's expense.

2.1.1 City Improvements. The City Improvements consist of that certain portion of the Renovation Project reconstruction, rehabilitation, and Wrigley Plaza that are, and shall remain after completion, owned by the City, but maintained by the Developer, at the Developer's expense, as described in Section 3.1, including without limitation the following (collectively, the "City Improvements"): (i) horizontal steel framing supporting the pedestrian bridge; (ii) concrete structural slab and connections of the slab to the horizontal steel framing supporting the bridge; (iii) waterproofing membrane and expansion joints where such joints form a boundary between sections of the bridge deck or between the bridge deck and the Wrigley Building; and (iv) existing vertical system components of the public drainage system, generally located at the northwest corner of Wrigley Plaza and the connection to the primary storm drainage system.

2.1.2 Developer Improvements. As part of the Renovation Project, the Developer intends to install non-standard components, which shall be part of the City easement granted pursuant to this Agreement, including those terms and conditions set forth in Section 4.1 herein, and such components shall be owned and maintained by the Developer, including the following (collectively, the "Developer Improvements"): (i) a phased installation of granite paver system, including setting bed and integral trench drains and expansion joints between the granite paver system and the Wrigley Building, as more fully set forth in Exhibit C; (ii) storm drainage system rain bodies and horizontal sections of storm drainage system, which are to be attached directly to the Wrigley Plaza bridge deck; (iii) utility facilities serving the Wrigley Building currently or to be attached to the Wrigley Plaza bridge deck; (iv) light fixtures installed in the Wrigley Plaza bridge deck to illuminate the Wrigley Building; and (v) bollards to restrict vehicle traffic on the Wrigley Plaza bridge deck. To the extent the Developer does not elect to install or elects to remove the Developer Improvements, the Developer shall restore Wrigley Plaza and install such standard components as shall be required pursuant to CDOT standards.

2.2 Renovation Budget. The Developer has prepared a budget of the costs of performing the Renovation Project, set forth on Exhibit D (the "Renovation Budget"), which has been approved by the City. The cost of the City Improvements is estimated at \$1,993,775 (the "City Improvement Project Cost"). Any increase to the City Improvement Project Cost of more than ten percent (10%) requires prior written approval of CDOT.

2.3 Schedule. The Developer has prepared the preliminary schedule for the Renovation Project, set forth on Exhibit E (the "Schedule"), which has been approved by CDOT. Any delay from the final completion date for the Renovation Project set forth in the Schedule shall be subject to the terms and conditions set forth in Sections 5.9 and 5.10 of this Agreement. Pursuant to permits issued by the City and the Right of Entry Agreement, the Developer and POWER have commenced, and shall diligently pursue, construction of the Renovation Project through the issuance of the Certificate, as defined in Section 2.7 herein.

2.4 Payment of Renovation Project Cost. The Developer shall pay for and complete the Renovation Project at its sole cost and expense. As consideration for the Developer's agreement to perform the obligations under this Agreement with respect to the Renovation Project, including specifically the City Improvements, and the ongoing maintenance and repair of Wrigley Plaza during the Term of this Agreement (as defined in Section 4.1), the City is granting the easement rights set forth in Section 4 of this Agreement at no cost to the Developer, the appraised value of which is less than the aggregate of the City Improvement costs and the ongoing maintenance costs to be incurred by the Developer during the Term of this Agreement.

2.5 Selection of General Contractor; Bonding Requirements. The City has previously approved the Developer's retention of POWER as the general contractor (the "General Contractor") for the Renovation Project. Any change to the General Contractor prior to completion of the Renovation Project shall require the prior approval of CDOT. The General Contractor performing the Renovation Project shall be bonded for its respective performance and payment sureties having an AA rating or better using American Institute of Architect's Form No. 311 or its equivalent. The City shall be named as an obligee or co-obligee on such bond(s). The Developer has previously provided, and CDOT has previously approved, a bridge surety bond in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000), which bond shall remain in place (or be replaced with a bond of equivalent terms, and subject to CDOT approval) until completion of the Renovation Project, as evidenced by the issuance of the Certificate (as defined below). The Developer shall provide CDOT with copies of such replacement bonds and any future bonds required under this Agreement upon their issue.

2.6 Close-out of Renovation Project. Following the substantial completion of the Renovation Project in accordance with the Scope of Work and Plans, the Developer and General Contractor shall provide CDOT with appropriate owner and general contractor sworn statements, a general waiver of lien from the General Contractor and Developer, and partial waivers or releases of lien from subcontractors. Following the final completion of the Renovation Project, the Developer shall deliver to the City a sworn statement from the Developer and the General Contractor, a general waiver of lien from Developer and the General Contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Renovation Project. In addition, the Developer shall deliver to the CDOT copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors for the City Improvements, and shall deliver, or cause POWER, or any other General Contractor approved by CDOT, to deliver in electronic and hard copy formats, as-built plans and manufacturers' product data sheets of the materials and components used for the City Improvements and the Developer Improvements.

2.7 Certificate of Completion. Upon completion of construction of the Renovation Project in accordance with the Scope of Work and Plans and to the reasonable satisfaction of the Commissioner of CDOT or his designee, CDOT, upon written request by the Developer, shall promptly undertake an inspection of the Renovation Project and thereafter provide the Developer either with a recordable Certificate of Completion ("Certificate") evidencing that the Developer

has completed the Renovation Project, or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to perform in order to obtain the Certificate. The Developer shall promptly, but in all events within sixty (60) days after issuance of CDOT's written statement, correct or commence to correct any such nonconformity or default, subject to permitted delays pursuant to Section 5.9 or such additional cure period, if any, pursuant to Section 5.10, and as CDOT may consent to, in its sole discretion. Upon compliance with CDOT's requirements, the Developer shall resubmit a written request for a Certificate from the City. The City's issuance of the Certificate shall evidence the City's acknowledgment that the Developer has completed the Renovation Project and the City's acceptance of the turnover and ownership of the City Improvements. The Certificate shall not constitute evidence that the Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Renovation Project, nor shall it serve as a "guaranty" of the structural soundness or quality of the construction of the Renovation Project.

SECTION 3

MAINTENANCE AND REPAIR OF WRIGLEY PLAZA

After issuance of the Certificate by the City, the Developer shall comply with the covenants set forth in this Section 3 and the other provisions of this Agreement applicable to the maintenance and repair of Wrigley Plaza, all of which shall run with, and be appurtenant to, the Wrigley Building during the Term of this Agreement, and shall be binding on the Developer, as owner of the Wrigley Building, its successors and/or assigns, and subject to the right of assignment set forth in Section 5.14 below. The Developer Improvements shall be subject to the easement granted by the City to the Developer for the ownership of and maintenance by Developer of such Developer Improvements during the Term of this Agreement pursuant to the terms and conditions of this Agreement and specifically to Section 4 below.

3.1 On-Going Maintenance and Repair of the City Improvements; Inspection. The Developer, at its sole cost and expense, shall, during the Term of this Agreement: (i) maintain and repair the City Improvements; (ii) provide trash pickup and disposal services within Wrigley Plaza; and (iii) remove snow and arrange for the removal of leaves, litter, debris and other waste material from Wrigley Plaza. Commencing in the year ending December 31, 2014, and every second year thereafter, the Developer shall inspect, or cause to be inspected, the City Improvements in accordance with the National Bridge Inventory Standards ("NBIS"), and shall, on or before December 31 of the year in which the inspection occurs, submit an inspection report that includes condition ratings, and findings and recommendations for repair. The NBIS reports shall be submitted to Dan Burke, P.E., Deputy Commissioner (or his successor), City of Chicago, Department of Transportation, Division of Engineering, 30 North LaSalle Street, 4th Floor, Chicago, Illinois 60602.

3.2 No Security Services Obligation. The Developer shall not be obligated under this Agreement to provide security services or police protection in or for Wrigley Plaza.

3.3 City Authority Over Plaza Activities. The City shall have sole authority over allowing and requiring any permits to issue for any and all activities, commercial or otherwise, on Wrigley Plaza. Such permits may include grants of privilege or other similar rights to Developer or Developer's tenants for the use of Wrigley Plaza, other City-owned property adjacent to the Wrigley Building, for uses such as sidewalk cafes or retail kiosks, subject to the payment of generally applicable fees and the approval of CDOT and any other designated City department, and, as may be required, the Chicago City Council.

SECTION 4

GRANT OF EASEMENTS

4.1 Grant of Easements. The City hereby grants and conveys to the Developer an easement for a "Term" of fifty (50) years from the date of this Agreement ("Easement") in, over, on and under (a) those certain portions of City-owned property adjacent to the Wrigley Building, and (b) Wrigley Plaza for the Developer's maintenance and, with respect to lighting and utilities serving the Wrigley Building, operation of the Developer Improvements (as defined in Section 2.1.2 herein), and as more particularly described and depicted in **Exhibit F** (collectively, the "Easement Premises"). The Developer may use the Easement Premises to operate, maintain, repair, and replace certain areas of the Easement Premises, subject to CDOT approval, the following improvements as part of the Easement Premise, as permitted below (collectively, the "Permitted Improvements"):

- (a) the currently existing bridge structures spanning the area above Wrigley Plaza and connecting the towers of the Wrigley Building at the third and fourteenth floors. These bridge structures shall not be replaced without CDOT written approval;
- (b) the currently existing underground mechanical service tunnel spanning the area under the street level of lower East North Water Street. This underground tunnel shall not be replaced without CDOT written approval;
- (c) the currently existing sidewalk vaults. These sidewalk vaults shall not be replaced without CDOT written approval;
- (d) the currently existing cornices, pilasters and other building encroachments;
- (e) the Developer Improvements (provided, however, that the Developer's rights under this Easement with respect to subparagraphs 2.1.2(i), (ii) and (v) of the Development Improvements shall be limited to maintenance, repair and replacement);

- (f) currently existing planters, street furniture, signage, flags, flagpoles and other similar improvements;
- (g) currently existing lights embedded in the sidewalk and overhead lights attached or affixed to the Wrigley Building; and
- (h) currently existing façade floodlights.

The City may approve the installation or construction of additional improvements by the Developer in the Easement Premises; provided, however, that all future proposed improvements not included in the Permitted Improvements and Easement are subject to CDOT's sole discretion review and approval process.

4.2 Existing Rights Superseded; Ownership and Maintenance of Improvements. The Easement rights granted hereunder shall supersede and replace any existing license rights made pursuant to grants of privilege, as specifically set forth on **Exhibit G**, attached hereto and made a part hereof, previously granted by the City's Department of Business Affairs and Consumer Protection with respect to the Permitted Improvements. The fair market value of the Easement rights granted under this Agreement, as of the date of this Agreement, is less than the aggregate of the City Improvement costs and the ongoing maintenance costs to be incurred by the Developer during the Term of this Agreement. The Developer shall have no obligation to pay such fair market value or any fees or costs in cash, including without limitation grant of privilege fees or property usage fees, to the City on account of the Permitted Improvements being located within City-owned property or right-of-way. The value of the Easement rights granted hereunder. Instead, the City agrees to accept the in-kind value of the Renovation Project and the Developer's additional maintenance and repair of the City Improvements and Wrigley Plaza in lieu of such cash payments. The Developer shall be responsible for the operation (except as limited by Section 4.1(e) above), maintenance, repair, certain replacements, as may be approved by CDOT, and, as may be approved by the City from time to time, the installation, construction, or relocation of the Permitted Improvements.

4.3 Use of Easement Premises by City. The City reserves the right to access and use the Easement Premises for any activities that are generally consistent with the character of Wrigley Plaza as a public pedestrian plaza, including such activities that the City authorizes in its sole discretion, as set forth in Section 3.3; provided, however, that such access and use will not materially impair or interfere with the exercise by the Developer of the Easement rights granted under this Agreement.

4.4 Relocation of Permitted Improvements. Subject to the approval of CDOT, which approval shall not be unreasonably withheld or delayed, the Developer may, at its sole cost and expense, but without requiring compensation for the use and occupation of City-owned property, relocate the Permitted Improvements to other comparable locations within City-owned property or right of way adjacent to the Wrigley Building, and in the event of such permitted relocations, this Agreement shall be amended, subject to the City's Corporation Counsel's approval, to incorporate such permitted relocations into the Easement Premises. Any such

relocations requiring a vacation or disposition of City property or right of way (including a permanent or long-term easement interest) shall require approval by the Chicago's City Council.

SECTION 5

GENERAL PROVISIONS

5.1 Access Rights. The City hereby grants to the Developer access to Wrigley Plaza and certain areas of East North Water Street, the Staging Area, and other City property, as may be approved by CDOT and other City departments, in connection with the performance and completion of the Renovation Project and the subsequent maintenance and repair of the City Improvements.

5.2 Permits. The Developer shall apply for and maintain any and all governmental permits and approvals relating to the Renovation Project and all future maintenance and repair activities, including, but not limited to, building permits and street and sidewalk closure permits. In recognition of the fact that Wrigley Plaza is a public plaza owned by the City of Chicago, no building permit fees or similar fees or charges (including but not limited to, fees otherwise due in connection with the closure of a public right-of-way) shall be owed by the Developer to the extent solely and directly attributable to the Renovation Project or maintenance and repair of Wrigley Plaza.

5.3 Insurance.

5.3.1 Insurance During Periods of Construction. The Developer shall procure and maintain, or cause to be procured and maintained by the General Contractor, for construction work in accordance with the Scope of Work and Plan under this Agreement and any other construction work during the Term of this Agreement, at the Developer's sole cost and expense (and/or the expense of the General Contractor and subcontractors, as applicable), during the Term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering the Renovation Project or construction work within Wrigley Plaza, as applicable, whether performed by or on behalf of the Developer.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of

Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance of Wrigley Plaza.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Renovation Project or maintenance of Wrigley Plaza, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work within Wrigley Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers or other professional consultants perform work in connection with this Agreement, Developer shall cause such parties to procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, the lead remediation subcontractor's Pollution Liability Insurance with limits of not less than \$2,000,000 per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the Wrigley Plaza. Such lead remediation subcontractor may include Eagle Painting and Maintenance, or such other lead remediation subcontractor reasonably acceptable to the City of Chicago. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(g) Intentionally Deleted.

(h) Pollution Legal Liability. Developer shall cause the lead remediation subcontractor to provide Pollution Legal Liability Insurance covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Renovation Project, the maintenance of Wrigley Plaza, or the exercise of the rights granted under this Agreement, with limits of not less than \$2,000,000 per occurrence. Such lead remediation subcontractor may include Eagle Painting and Maintenance, or such other lead remediation subcontractor reasonably acceptable to the City of Chicago. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(i) All Risk Personal Property. Developer, the General Contractor, and their respective agents, employees, contractors, and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, the General Contractor, and their respective agents, employees, contractors, and subcontractors.

5.3.2 Insurance Requirements After Completion of Construction. During the Term of this Agreement, the Developer shall procure and maintain at all times the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois and provide the City with evidence of such insurance, to the satisfaction of the City, covering the Developer's use of the Easement Premises; ownership of the Developer Improvements; the Developer's use, maintenance and repair of Wrigley Plaza and the City Improvements; and injury and/or damage to persons or property arising from the Developer's performance and failure to perform its obligations under this Agreement.

(a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Renovation Project or maintenance and repair of Wrigley Plaza and the City Improvements.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Renovation Project or maintenance and repair of Wrigley Plaza, the Developer and/or, as applicable, the General Contractor and any subcontractors performing work within Wrigley Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(f) All Risk Personal Property. Developer, and its agents, and employees, shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, and its agents, and employees.

The Developer shall be responsible for the replacement of Developer Improvements in the event of a casualty, and shall provide evidence of property insurance in an amount satisfactory to cover such casualty. The Developer shall not be responsible for the replacement or restoration of the City Improvements in the event of a casualty for which Developer is not otherwise required to provide insurance under this Section 5.3.1, provided however, the Developer shall be responsible for the replacement or restoration of the City Improvements for a casualty where such casualty is caused by the negligence or willful misconduct of any of the Developer, its agents, General Contractor, subcontractors, employees, invitees, or licensees.

The Developer shall deliver, or cause the General Contractor, and their respective contractors or subcontractors to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Developer, General Contractor, or

their respective contractors or subcontractors as applicable shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Developer, General Contractor, and their respective contractors or subcontractors shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Developer, General Contractor, and their respective contractors or subcontractors of the obligation to provide insurance as specified herein. The City retains the right to stop work until proper evidence of insurance is provided.

The Developer, General Contractor, their respective contractors or subcontractors as applicable shall be responsible for any and all deductibles or self-insured retentions. The Developer hereby waives and agrees, and shall cause its General Contractor and subcontractors to waive and agree, to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Developer expressly understands and agrees, and shall cause the General Contractor and subcontractors to agree, that any coverages and limits furnished by it (or the General Contractor or subcontractors, as applicable) shall in no way limit the Developer's, General Contractor's, and any subcontractors liabilities and responsibilities specified in this Agreement or by law. The Developer expressly understands and agrees that its insurance (or that of its respective contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer, the General Contractor (or its respective General Contractor, contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. If Developer, General Contractor's, and any of their contractors or subcontractors are a joint venture or limit liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer shall require the General Contractor and all contractors and subcontractors to maintain the above-described coverage, or the Developer may provide such coverage for the General Contractor and its contractors and subcontractors. If the Developer, the General Contractor, or any of their respective contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Wrigley Plaza, the City Improvements, the Staging Area, material, supplies, or equipment to be used by the Developer, the General Contractor, or any of their respective contractors or subcontractors in connection with the Scope of Work.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements, including without limitation the deletion of the requirements of subparagraphs (f) and (h) in Section 5.3.1. above upon completion of the Renovation Project.

5.3.3 Insurance for Routine Maintenance. Contractors performing routine maintenance within Wrigley Plaza, such as snow removal and trash pick-up, shall maintain insurance coverage of the type and levels required by law and consistent with industry standards.

5.3.4 City Self-Insurance. The Developer acknowledges that the City is self-insured.

5.4 Indemnity.

5.4.1 Developer Indemnity. The Developer agrees to indemnify, defend and hold the City, its elected officials and employees (the "Indemnitees"), harmless from and against any losses, costs, damages, liabilities, claims, suits actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "Developer Indemnified Costs") suffered or incurred by the City or such persons arising from or in connection with the Renovation Project, the Developer's use of the Easement Premises, Developer's ownership of the Developer Improvements, the Developer's use, maintenance and repair of Wrigley Plaza, and the City Improvements, and including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents, employees, contractors, and subcontractors; and the Developer's performance or failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligation shall not be construed to require the Developer to indemnify an Indemnatee where the costs arise out of the negligence and/or willful and wanton misconduct of the responsible Indemnatee, including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the responsible Indemnatee. This indemnification shall survive any termination of this Agreement.

5.4.2 City Indemnity. After issuance of the Certificate by the City, the City agrees to indemnify, defend and hold harmless the Developer from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "City Indemnified Costs") suffered or incurred by the Developer, arising from the City's performance or failure to perform its obligations under this Agreement. The foregoing City indemnity, defense and hold harmless obligation shall not be construed to require the City to indemnify the Developer, its principals, agents, employees, contractors, and subcontractors where the costs arise out of the negligence and/or willful and wanton misconduct of the any of the Developer, its agents, employees, contractors, and subcontractors, including without limitation any amounts payable by reason of an environmental condition of Wrigley Plaza arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents, employees, contractors, and subcontractors. This indemnification shall survive any termination of this Agreement.

5.5 Restoration of City Property. Following completion of the Renovation Project including the Developer's Improvements, any subsequent maintenance or repair of the City

Improvements, and the Developer's commencement of exercising the Easement rights granted hereunder with respect to the Permitted Improvements, the Developer, or its General Contractor and any subcontractors performing such work, as applicable, shall promptly restore the reconstructed, rehabilitated and renovated Wrigley Plaza as a pedestrian plaza and right of way and any adjoining sidewalks, streets and alleys affected by such work to their respective right of way public use condition prior to the commencement of such work, and shall remove all equipment and debris placed in such areas by the Developer, its General Contractor, or their respective agents, employees, contractors or subcontractors.

5.6 Covenants, Representations and Warranties.

5.6.1 Covenants, Representations and Warranties of the Developer. The Developer hereby covenants, represents and warrants to the City as follows:

- (a) The Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware and authorized to do business in the State of Illinois.
- (b) No litigation or proceedings are pending or, to the best of the Developer's knowledge, are threatened against Developer which could affect the ability of the Developer to perform its obligations pursuant to this Agreement.
- (c) The execution, delivery and performance by the Developer of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound or affected.
- (d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained therein.
- (e) Prior to completion of the Renovation Project, the Developer shall not, without the prior written consent of CDOT, which consent shall not be unreasonably withheld, assign its obligations with respect to the Renovation Project; provided, however, that the Developer may collaterally assign, without requiring the consent of CDOT, this Agreement to any holder of a mortgage secured by the Wrigley Building.
- (f) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

5.6.2 Covenants, Representations and Warranties of the City. The City, by and through CDOT, hereby covenants, represents and warrants to the Developer that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois, and pursuant to the Ordinance, to enter into, execute, deliver and perform its obligations under this Agreement.

5.6.3 Conditions of Wrigley Plaza, Permitted Improvements, and Easement Premises/Environmental Matters. The City makes no covenant, representation or warranty as to the condition of Wrigley Plaza or the Easement Premises, including but not limited to the environmental condition, for any purpose whatsoever. The Developer takes Wrigley Plaza and each of the elements comprising the Easement Premises, and the Permitted Improvements in an "AS-IS" condition.

5.6.4 Survival of Representations and Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of this Agreement and will be true in all material respects at all times hereafter, except with respect to matters have been disclosed in writing and approved by the other party.

5.7 Term of the Agreement. The Term of this Agreement shall commence as of the date first appearing on the first page hereof and, unless otherwise terminated by the City in writing, shall run for a Term of fifty (50) years from the date of this Agreement; provided, however, that the Developer's obligations with respect to the obligation to initially complete the Renovation Project shall be deemed satisfied upon issuance of the Certificate.

5.8 Time of the Essence. Time is of the essence in the Parties' performance of their respective obligations under this Agreement. Should any milestone date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

5.9 Permitted Delays. The Developer shall not be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of the Developer to discharge its obligations hereunder. The individual or entity relying on this Section 5.9 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section 5.9 with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

5.10 Breach and Remedies.

5.10.1 Notice of Default and Cure. Except as otherwise provided in this Agreement, in the event of a default by the Developer in the performance of its obligations under this Agreement, the Developer, upon written notice from the City, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the Developer has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may cure or remedy the default or institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

5.10.2 Events of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall, subject to the notice and cure periods set forth in Section 5.10.1, constitute an "Event of Default":

- (a) the Developer fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement;
- (b) the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect;
- (c) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing and which impairs the ability of the Developer to perform its obligations as and when required under this Agreement;
- (d) the Developer abandons or suspends the Renovation Project (no notice or cure period shall apply); or
- (e) the Developer suffers or permits any lien or encumbrance that is not a permitted encumbrance to attach to or encumber Wrigley Plaza, City Improvement, Developer Improvements, the Easement Premises, or any of the Permitted Improvements.
- (f) the Developer makes an assignment of this Agreement without prior CDOT written approval, as required by Section 5.13.2.

5.10.3 Notice of Default to Lender. Any notice of default to be delivered to Developer shall also be simultaneously delivered to any holder of a mortgage secured by the Wrigley Building, so long as the Developer has provided the City with such lender notice contact information. Such lender(s) shall have the same opportunities to cure any such default(s) within

the time afforded to the Developer herein and the City shall accept a cure by such first mortgagee.

5.10.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer, and shall not be effective unless given in writing.

5.11 City's Right to Inspect Records. The Developer agrees that the City shall have the right and authority to review and audit, from time to time, the Developer's books and records solely relating to the Renovation Project and any maintenance and repair of Wrigley Plaza, including, without limitation, general contractor's sworn statements, the contract(s) with the Developer and the General Contractor, subcontractors, any and all property maintenance and management entities, and purchase orders, waivers of lien, paid receipts, invoices, and contracts, and any of the Permitted Improvements. All such books, records and other documents shall be available at the offices of the Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the CDOT upon prior reasonable notice to Developer and at CDOT's sole cost and expense.

5.12 Conflict of Interest; City's Representatives Not Individually Liable. The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

5.13 Successors and Assigns.

5.13.1 Successor Owners of the Wrigley Building. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Wrigley Building or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Wrigley Building or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Wrigley Building so transferred, the term Developer shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the terms and conditions of this Agreement shall automatically transfer to, apply to, benefit and bind such transferee, and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability thereunder, so long as the transferee assumes any and all

Developer liabilities that preexisted the alienation, sale or any other such transfer. The Developer shall provide the City with written notice of any such alienation, sale or any other transfer within fourteen (14) days prior to any such alienation, sale or any other transfer.

5.13.2 Assignments to Other Parties. Subject to the prior written consent of CDOT, which consent shall not be unreasonably withheld or delayed, the Developer may assign this Agreement to such other parties not succeeding the Developer in title (as the case may be) that assume the Developer's obligations under this Agreement in writing. The Developer may, without requiring the consent of the City or CDOT, collaterally assign this Agreement to a lender holding a mortgage secured by the Wrigley Building.

5.13.3 Status of Performance. The City, at the Developer's request, shall reasonably cooperate with such successor in title or assignee to inform such party of the status of Developer's performance of its obligations under this Agreement.

5.13.4 No Further Obligations; Lender Liability. Upon the Developer's transfer, by conveyance or otherwise, of title to the Wrigley Building or, as the case may be, the Developer's permitted assignment of its obligations under this Agreement, and the transferee's assuming any and all Developer liabilities that preexisted the alienation, sale or any other such transfer, the Developer shall be released from any further liability or obligations under this Agreement arising after the date of such transfer or assignment. In addition, if a lender holding a mortgage forecloses such mortgage or otherwise exercises its rights under its lender financing documents, such lender shall only be liable for obligations accruing after the date of acquisition of title to the Wrigley Building by such lender or its nominee (or such earlier date as such lender or such nominee may acquire possession or control of the Wrigley Building, whether by appointment of a receiver, order of mortgagee-in-possession or otherwise) and shall have no liability for defaults or obligations arising prior to such time, except as to defaults or obligations that continue after the initiation of such exercise.

5.14 Miscellaneous.

5.14.1 Headings. The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

5.14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5.14.3 Entire Agreement; Right of Entry Agreement; Amendment. This Agreement constitutes the entire contractual agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. The Right of Entry Agreement is hereby terminated, and the terms and provisions

thereof are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

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

5.14.5 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Transportation 30 North LaSalle Street, 11 th Floor Chicago, Illinois 60602 Attn: Commissioner
with a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Senior Counsel, Real Estate Division
If to the Developer:	400-410 Michigan Real Estate, LLC 401 North Michigan Avenue, Suite 3100 Chicago, Illinois 60611 Attn: E. Robbie Robinson
With a copy to:	DLA Piper LLP (US) 203 North LaSalle Street, Suite 1900 Chicago, Illinois 60601 Attn: David L. Reifman Mariah F. DiGrino
With a copy to:	Zeller Development Corporation 401 N. Michigan Avenue Suite 350 Chicago, Illinois 60611 Attn: Jan Goldsmith, President

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

5.14.6 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

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

5.14.8 Survival. All representations and warranties contained in this Agreement are made as of the execution date of this Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

5.14.9 Cumulative Remedies. Subject to the limitation of the scope of remedies as expressly provided herein, the remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

5.14.10 Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City, the Developer or any owner of any portion of the Wrigley Building.

5.14.11 Approval. Wherever this Agreement provides for the approval or consent of the City, CDOT or its commissioner, or another City department or such other City department's commissioner, or any matter is to be to the City's, such City department's or such commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, such City department, or such commissioner in writing and in the reasonable discretion thereof and not unreasonably delayed. The Commissioner of CDOT (or the commissioner of any other applicable department) or other person designated by the Mayor shall act for the City or CDOT (or such other applicable department) in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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

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

5.14.14 Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5.15.15 Prohibition on Certain Contributions Mayoral Executive Order 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement)

("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

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

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

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

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

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

5.15.16 Cooperation With Office Of Compliance.

In accordance with Chapter 2-26-010 *et seq.* of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-010 *et seq.*

5.15.17 Failure To Maintain Eligibility To Do Business With The City.

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

5.15.18 Inspector General and Legislative Inspector General.

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

5.15.19 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

5.15.20 Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among

other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(iii) In the event of any communication to Developer by a City employee or City official in violation of Section 5.15.20 (ii) above, or advocating a violation of Section 5.15.20 (iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

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

CITY OF CHICAGO, an Illinois municipal corporation,
acting by and through its Department of Transportation

By: _____
Commissioner

400-410 MICHIGAN REAL ESTATE, LLC, a Delaware limited liability company

By: 400-410 Michigan Real Estate Holding, LLC, a Delaware limited liability
company and its Managing Member

By: 400-410 Michigan, LLC, a Delaware limited liability company, its
Managing Member

By: _____
William R. Bush
Vice President and Secretary

This instrument was prepared by:

Karen Bielarz
Senior Counsel
City of Chicago Law Department
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

I HEREBY CERTIFY, that on this ____ day of _____, 2012, before me, the undersigned Notary Public of said State, that William R. Bush, as Vice President and Secretary of 400-410 Michigan, LLC, a Delaware limited liability company, as the managing member of 400-410 Michigan Real Estate Holding, LLC, a Delaware limited liability company, as managing member of 400-410 Michigan Real Estate, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gabe Klein, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____th day of _____, 2012.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE WRIGLEY BUILDING

PARCEL 1

LOTS 5 AND 6 IN BLOCK 6 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 3 AND 4 AND THE WEST 30.00 FEET OF LOT 2 IN BLOCK 6 (EXCEPT THAT PART OF THE WEST 30.00 FEET OF LOT 2 AFORESAID TAKEN IN CONDEMNATION BY THE CITY OF CHICAGO FOR STREET EXTENSION PURPOSES) IN KINZIE'S ADDITION TO CHICAGO, IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

THAT PART EAST OF THE EAST LINE OF RUSH STREET OF WATER LOT 17; WATER LOT 18 AND WATER LOTS 19 AND 20 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EXCEPT THAT PART OF SAID WATER LOTS 19 AND 20 INCLUDED IN THE FOLLOWING DESCRIPTION:

ALL THOSE PARTS OF WATER LOTS 19, 20 AND 21 IN KINZIE'S ADDITION TO CHICAGO BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAST NORTH WATER STREET, 41.84 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID WATER LOT 20; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF EAST NORTH WATER STREET TO THE NORTHEAST CORNER OF SAID WATER LOT 21; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID WATER 21 TO THE PRESENT NORTHERLY LINE OF THE CHICAGO RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF CHICAGO RIVER TO THE WESTERLY LINE OF SAID WATER LOT 19; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF SAID WATER LOT 19 TO A POINT 92.9 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID WATER LOT 19; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF WRIGLEY PLAZA

Location: East North Water Street between Rush Street and Michigan Avenue (upper level).

Shape: Parallelogram, irregular at the east end.

Frontage: 66.0 feet along the east line of Rush Street; 213.68 feet along the south line of the North Tower of the Wrigley Building; 165.25 feet along the north line of the South Tower of the Wrigley Building; and approximately 81.9 feet along the west line of Michigan Avenue.

Plaza Area: 10,171 +/- square feet.

Access: From upper Michigan Avenue on the east; from stairs from lower North Water at Rush Street as well as an upper level plaza on the west.

EXHIBIT C

SCOPE OF WORK AND PLANS

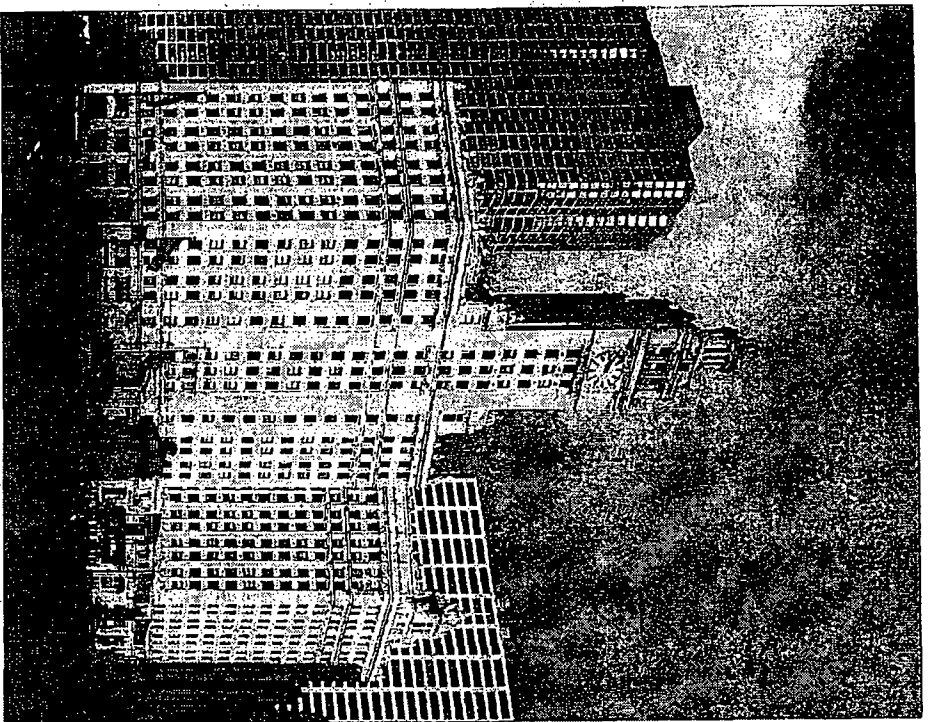
EXHIBIT C
WRIGLEY PLAZA REHABILITATION
SCOPE OF WORK AND PLANS

Engineering and Technical Considerations:

1. Renovation Drawings dated August 9, 2012 (Attachment A) are approved by all applicable City Departments and Agencies.
2. City of Chicago agrees to remove and replace street lighting mounted to the underside of the existing plaza at its sole expense. Developer will cause its engineers to provide a layout of the underside of the new structural deck for City's use in designing the replacement street lighting.

Schedule and Logistical Considerations:

1. Plaza renovation to be conducted in a single phase with full closure of both lower North Water Street and Wrigley Plaza level, in accordance with attached Schedule (Attachment B) and substantially completed no later than August 31, 2013.
2. Attached schedule projects that the center section of granite paving shall be sufficiently completed to permit pedestrian traffic across the Wrigley Plaza from Rush Street bridge to Michigan Avenue by November 16, 2012 with the balance of the plaza to remain closed for pedestrian traffic until completion of waterproofing and granite, which, based on such impacts beyond Developer's control such as lost weather days, delays in granite delivery, and unsuitable temperatures for waterproofing installation, may be deferred until Spring-Summer 2013. In the event that such delays prevent the completion of the center section of granite paving by November 16, 2012, the plaza shall be opened to pedestrian traffic on the concrete slab, with waterproofing and granite in the center section to be completed in Spring-Summer 2013. Granite installation during Spring-Summer 2013 shall be phased to maintain pedestrian traffic at all times.
3. Attached schedule projects that lower East North Water Street will be reopened to traffic by November 16, 2012. However, should unforeseen conditions or weather conditions beyond the Developer's reasonable control impact completion by this date, the reopening of this street shall occur as soon as possible thereafter but no later than December 31, 2012.
4. City of Chicago approves the attached Power Construction Company Site Logistics Plans dated February 9, 2012 (Attachment C). City will not assess street or sidewalk closure or other permit fees associated installation of fencing, sidewalk barricades, or other temporary closures included within the Logistics plan.



WRIGLEY BUILDING

RENOVATION

400 & 410 NORTH MICHIGAN AVENUE, CHICAGO, IL 60611

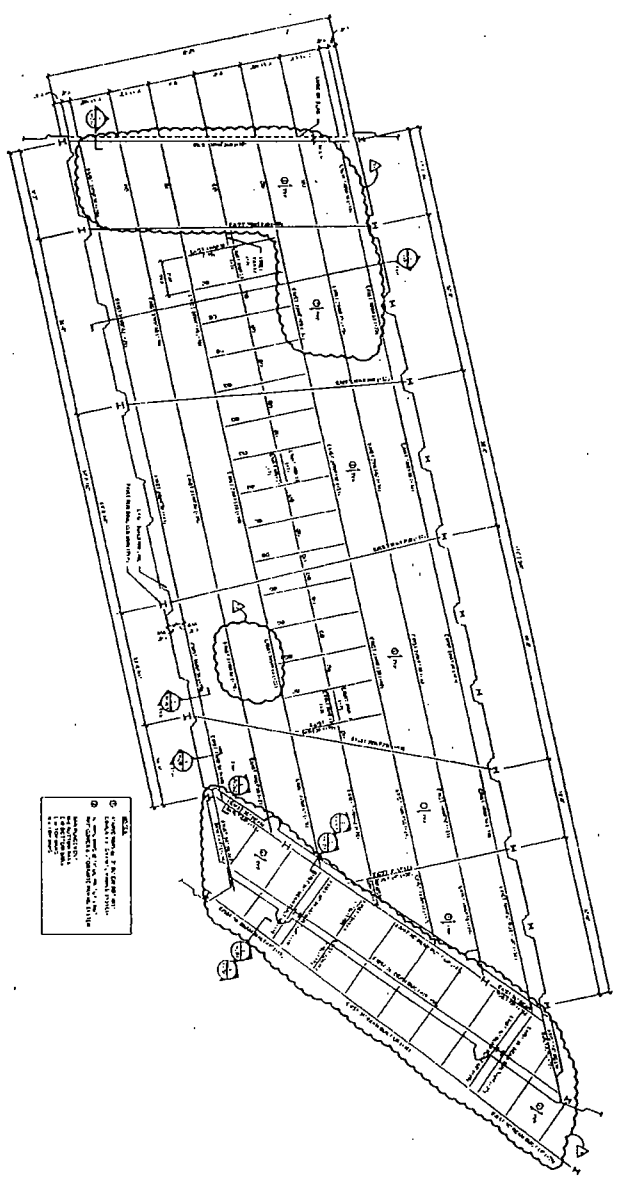
CDOT PERMIT UPDATES - AUGUST 9, 2012

<p>Client 2,100,000 Sq. Ft. 400 North Michigan Avenue Chicago, IL 60611 1,313,417 SQ. FT.</p>	<p>Architect Skidmore, OWINGS 1111 North Dearborn Street Chicago, IL 60610 312.567.3000</p>	<p>General Contractor James R. Thompson Construction, Inc. 1111 North Dearborn Street Chicago, IL 60610 312.567.3000</p>	<p>Permit Engineer Paul J. Taylor 1111 North Dearborn Street Chicago, IL 60610 312.567.3000</p>
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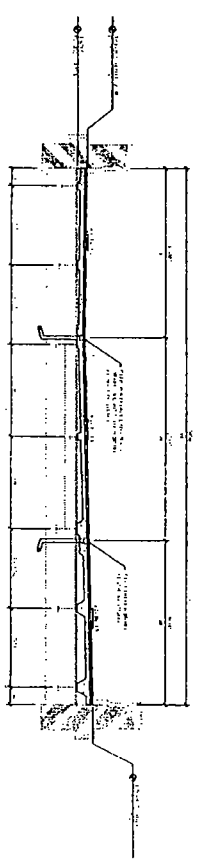
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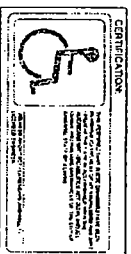
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA.



1 Plan Framing Plan



2 Section



W.R. WIGLEY BUILDING

gp postcarders

W.E.

J.C.

W.R. WIGLEY BUILDING

BLANKET PLANS

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXECUTION OF THE WORK.

4. THE OWNER SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE CONTRACT PRICE.

5. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.

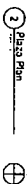
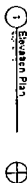
6. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.

7. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.

8. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.

9. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.

10. THE CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE STANDARD CONTRACT DOCUMENTS.



BIC
Building 1, 2000-01-01
Construction PC
1000 1000-01-01

WJE
 575 N. JEFFERSON, EUGENE,
 OREGON 97401
 503/344-1111

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gip goetsch
The literary landscape. From
Chicago, Illinois, editor
of *The Chicago Tribune* / *Chicago*
www.gipmagazine.com

W R I G L
3 U I L D I

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TELEPHONE	

WINGLE BUILD RENOVATION

3	01/18/17	COOT REVEW
1	12/22/11	COOT REVEW
1	17/18/11	PROMO S&T
2	01/18/17	COOT REVEW

3	09.21.12	ACOM-BDUE 8
4	01.28.12	ACOM-BDUE 5
7	05.11.12	COOP-92RUAL 810
8	05.02.12	REVISED PRICING
1	01.01.12	REAS-CLINIC 10

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BIC
Building International
Construction PC
1000 N. Independence Blvd. #100
Charlotte, NC 28202
Tel: 704/366-1000

Aspirin, *acetylsalicylic acid*, *ASA*, *aspirin*, *salicylic acid acetyl ester*, *acetylsalicylate*.

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Klein and Hoffman
Structural and Behavioral

Beaumont, Tex.

776 Sherry Institute Ave.
Chicago, Illinois 60611
P 773.234.0000 F 773.234.0001
www.gardens.org

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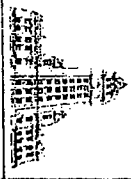
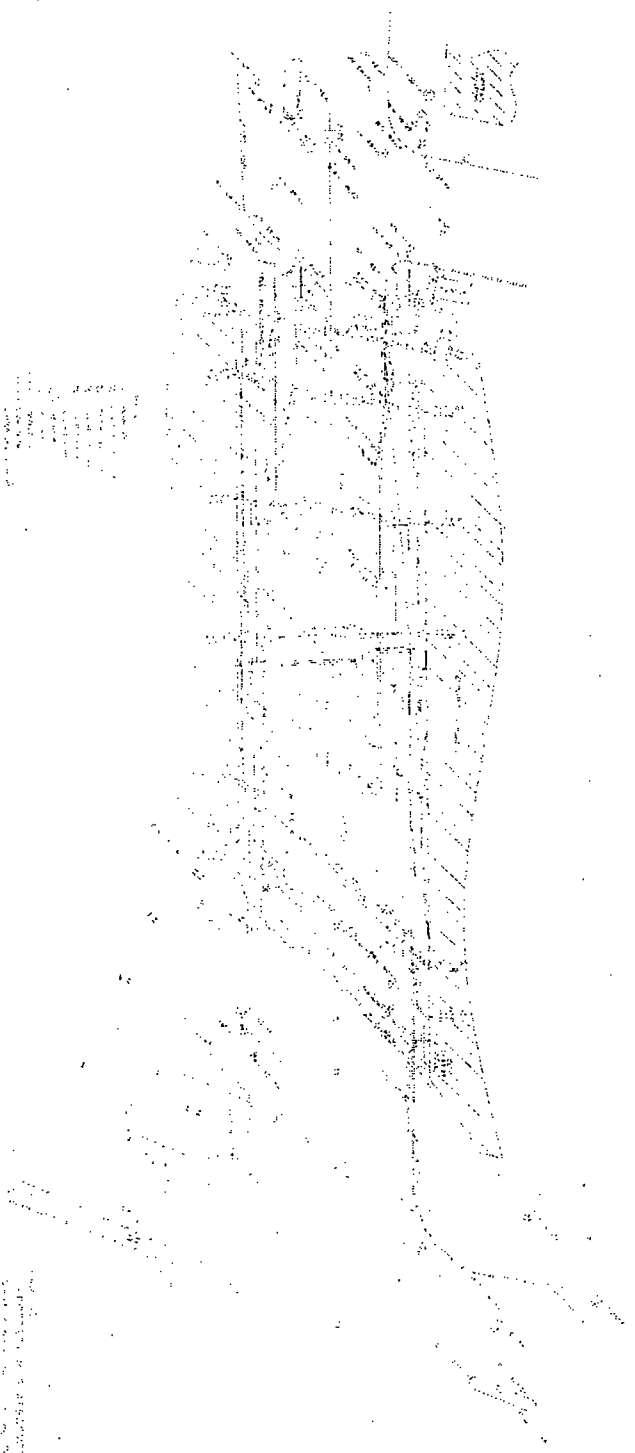
WIRIGI

1944



Wrigley Building
Chicago, Illinois

1 Existing Utility Plan



WRIGLEY BUILDING

gp **gas**
gas service
1000 N. Dearborn St.
Chicago, IL 60610

WJE
Wright Jones Engineers
1000 N. Dearborn St.
Chicago, IL 60610

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1000 N. Dearborn St.
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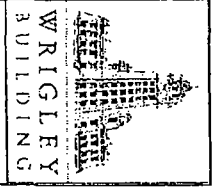
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Wright Jones Engineers
1000 N. Dearborn St.
Chicago, IL 60610

WJE
Wright Jones Engineers
1000 N. Dearborn St.
Chicago, IL 60610



WRIGLEY BUILDING

gpc goetschpartners
 1000 North Dearborn Street, Suite 1100
 Chicago, Illinois 60610
 Tel: 312.329.1100
 Fax: 312.329.1101
 www.gpc.com

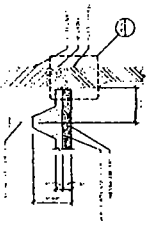
WJE WOOD JOHNSON EATON
 1000 North Dearborn Street, Suite 1100
 Chicago, Illinois 60610
 Tel: 312.329.1100
 Fax: 312.329.1101
 www.wje.com

BIC BAKER INSTITUTE OF CONSTRUCTION
 1000 North Dearborn Street, Suite 1100
 Chicago, Illinois 60610
 Tel: 312.329.1100
 Fax: 312.329.1101
 www.bic.com

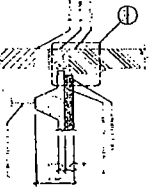
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2	2" x 8" x 12" LVL	50	LF	2.00	100.00
3	3" x 10" x 12" LVL	20	LF	2.50	50.00
4	4" x 12" x 12" LVL	10	LF	3.00	30.00
5	5" x 14" x 12" LVL	5	LF	3.50	17.50
6	6" x 16" x 12" LVL	2	LF	4.00	8.00
7	7" x 18" x 12" LVL	1	LF	4.50	4.50
8	8" x 20" x 12" LVL	1	LF	5.00	5.00
9	9" x 22" x 12" LVL	1	LF	5.50	5.50
10	10" x 24" x 12" LVL	1	LF	6.00	6.00
11	11" x 26" x 12" LVL	1	LF	6.50	6.50
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89	89" x 182" x 12" LVL	1	LF	45.50	45.50
90	90" x 184" x 12" LVL	1	LF	46.00	46.00
91	91" x 186" x 12" LVL	1	LF	46.50	46.50
92	92" x 188" x 12" LVL	1	LF	47.00	47.00
93	93" x 190" x 12" LVL	1	LF	47.50	47.50
94	94" x 192" x 12" LVL	1	LF	48.00	48.00
95	95" x 194" x 12" LVL	1	LF	48.50	48.50
96	96" x 196" x 12" LVL	1	LF	49.00	49.00
97	97" x 198" x 12" LVL	1	LF	49.50	49.50
98	98" x 200" x 12" LVL	1	LF	50.00	50.00
99	99" x 202" x 12" LVL	1	LF	50.50	50.50
100	100" x 204" x 12" LVL	1	LF	51.00	51.00

WRIGLEY BUILDING
 RENOVATIONS
 400 N. WESTERN AVENUE
 CHICAGO, IL 60610

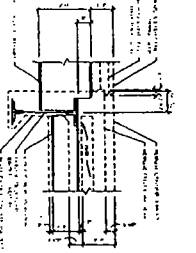
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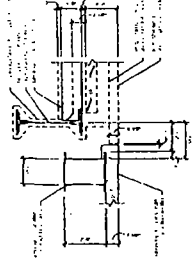
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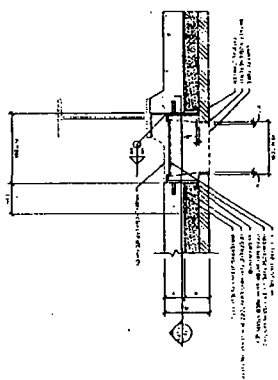
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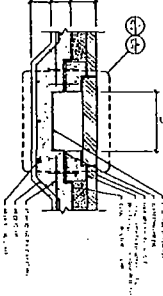
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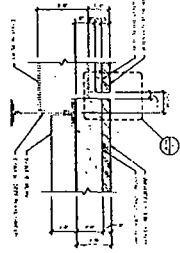
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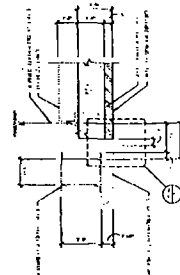
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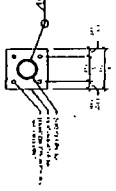
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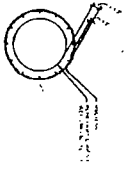
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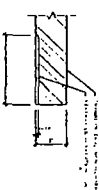
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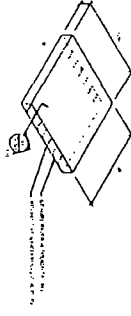
9 Detail



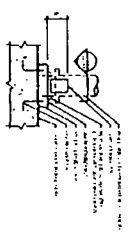
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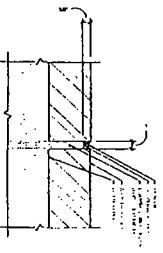
11 Section



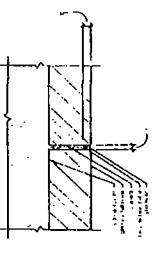
12 Typical Base Detail



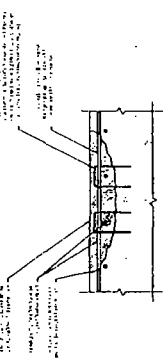
13 Typical Rigid Detail



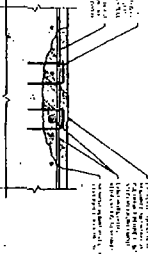
14 Typical Expansion Joint



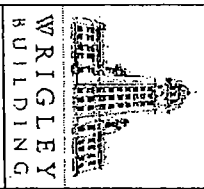
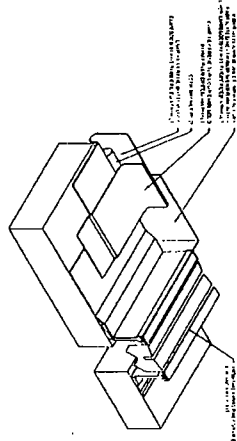
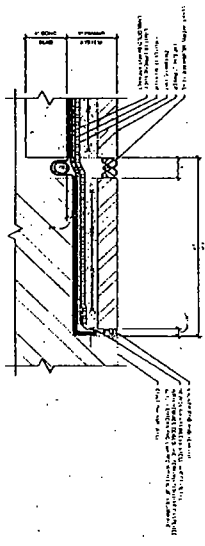
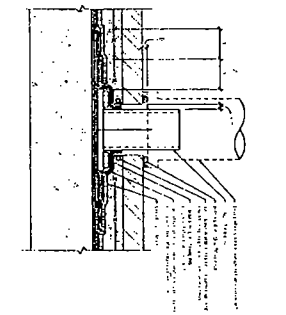
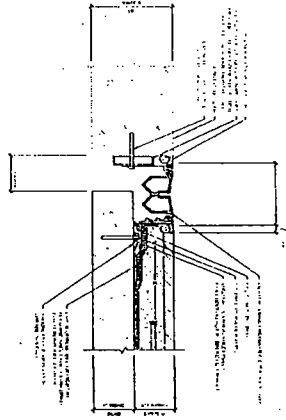
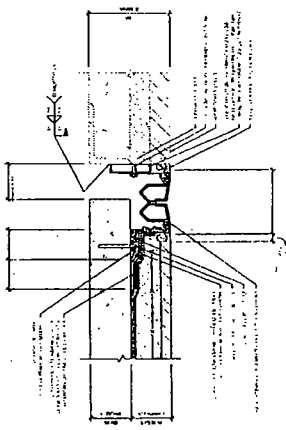
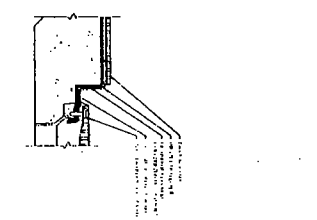
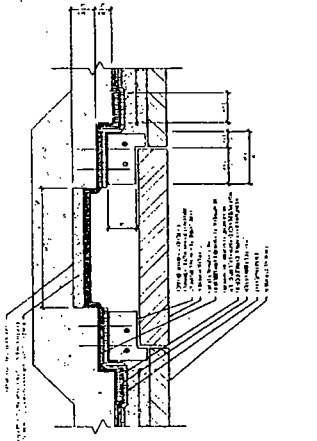
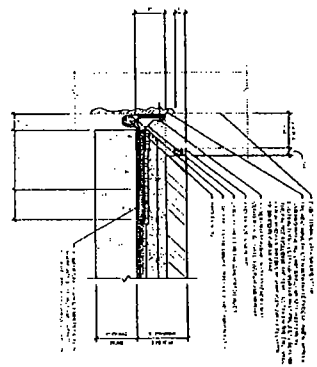
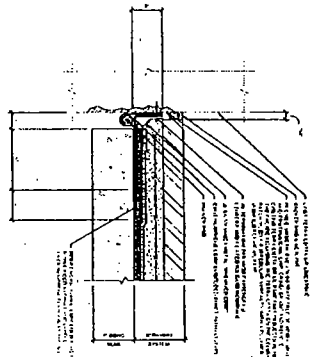
15 Typical Finishing Joint



16 Typical Under Side Concrete Repair



17 Typical Top Side Concrete Repair



WRIGLEY BUILDING

gp **gortshofers**

WIE **Wiegman & Eichen, Inc.**

BIC **Boston Iron Works**

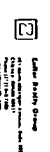
WIE **Wiegman & Eichen, Inc.**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
2	BOSTON IRON WORKS	1	EA	100.00	100.00
3	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
4	BOSTON IRON WORKS	1	EA	100.00	100.00
5	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
6	BOSTON IRON WORKS	1	EA	100.00	100.00
7	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
8	BOSTON IRON WORKS	1	EA	100.00	100.00
9	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
10	BOSTON IRON WORKS	1	EA	100.00	100.00
11	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
12	BOSTON IRON WORKS	1	EA	100.00	100.00
13	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
14	BOSTON IRON WORKS	1	EA	100.00	100.00
15	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
16	BOSTON IRON WORKS	1	EA	100.00	100.00
17	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
18	BOSTON IRON WORKS	1	EA	100.00	100.00
19	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
20	BOSTON IRON WORKS	1	EA	100.00	100.00
21	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
22	BOSTON IRON WORKS	1	EA	100.00	100.00
23	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
24	BOSTON IRON WORKS	1	EA	100.00	100.00
25	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
26	BOSTON IRON WORKS	1	EA	100.00	100.00
27	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
28	BOSTON IRON WORKS	1	EA	100.00	100.00
29	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
30	BOSTON IRON WORKS	1	EA	100.00	100.00
31	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
32	BOSTON IRON WORKS	1	EA	100.00	100.00
33	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
34	BOSTON IRON WORKS	1	EA	100.00	100.00
35	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
36	BOSTON IRON WORKS	1	EA	100.00	100.00
37	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
38	BOSTON IRON WORKS	1	EA	100.00	100.00
39	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
40	BOSTON IRON WORKS	1	EA	100.00	100.00
41	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
42	BOSTON IRON WORKS	1	EA	100.00	100.00
43	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
44	BOSTON IRON WORKS	1	EA	100.00	100.00
45	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
46	BOSTON IRON WORKS	1	EA	100.00	100.00
47	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
48	BOSTON IRON WORKS	1	EA	100.00	100.00
49	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
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51	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
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53	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
54	BOSTON IRON WORKS	1	EA	100.00	100.00
55	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
56	BOSTON IRON WORKS	1	EA	100.00	100.00
57	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
58	BOSTON IRON WORKS	1	EA	100.00	100.00
59	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
60	BOSTON IRON WORKS	1	EA	100.00	100.00
61	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
62	BOSTON IRON WORKS	1	EA	100.00	100.00
63	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
64	BOSTON IRON WORKS	1	EA	100.00	100.00
65	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
66	BOSTON IRON WORKS	1	EA	100.00	100.00
67	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
68	BOSTON IRON WORKS	1	EA	100.00	100.00
69	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
70	BOSTON IRON WORKS	1	EA	100.00	100.00
71	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
72	BOSTON IRON WORKS	1	EA	100.00	100.00
73	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
74	BOSTON IRON WORKS	1	EA	100.00	100.00
75	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
76	BOSTON IRON WORKS	1	EA	100.00	100.00
77	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
78	BOSTON IRON WORKS	1	EA	100.00	100.00
79	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
80	BOSTON IRON WORKS	1	EA	100.00	100.00
81	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
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84	BOSTON IRON WORKS	1	EA	100.00	100.00
85	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
86	BOSTON IRON WORKS	1	EA	100.00	100.00
87	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
88	BOSTON IRON WORKS	1	EA	100.00	100.00
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94	BOSTON IRON WORKS	1	EA	100.00	100.00
95	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
96	BOSTON IRON WORKS	1	EA	100.00	100.00
97	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
98	BOSTON IRON WORKS	1	EA	100.00	100.00
99	WIEGMAN & EICHEN, INC.	1	EA	100.00	100.00
100	BOSTON IRON WORKS	1	EA	100.00	100.00

GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. LOCAL, STATE, AND FEDERAL LAWS AND ORDINANCES SHALL BE OBSERVED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



WRIGLEY BUILDING



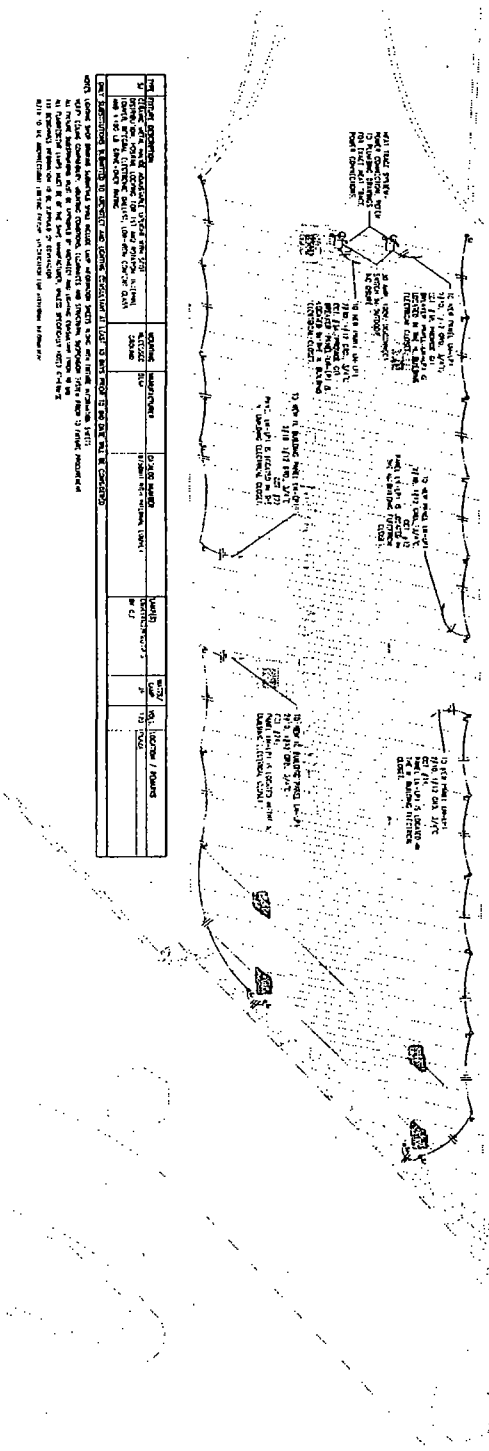
gp goetschpartners
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
LOS ANGELES, CA 90057
TEL: 213.481.1000
WWW.GOETSPARTNERS.COM

KLING STUBBINS
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
LOS ANGELES, CA 90057
TEL: 213.481.1000
WWW.KLINGSTUBBINS.COM

KLING STUBBINS
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TEL: 213.481.1000
WWW.KLINGSTUBBINS.COM

WJE
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
LOS ANGELES, CA 90057
TEL: 213.481.1000
WWW.WJE.COM

BIC
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
LOS ANGELES, CA 90057
TEL: 213.481.1000
WWW.BIC.COM



1 FIRST FLOOR
W.R. 1000

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	100.00	10000.00
2	STEEL	100	LB	1.00	100.00
3	BRICK	100	CU YD	100.00	10000.00
4	MORTAR	100	CU YD	100.00	10000.00
5	PAINT	100	CU YD	100.00	10000.00
6	ROOFING	100	CU YD	100.00	10000.00
7	GLASS	100	CU YD	100.00	10000.00
8	WATER	100	CU YD	100.00	10000.00
9	SEWER	100	CU YD	100.00	10000.00
10	ELECTRICAL	100	CU YD	100.00	10000.00
11	MECHANICAL	100	CU YD	100.00	10000.00
12	PLUMBING	100	CU YD	100.00	10000.00
13	HEATING	100	CU YD	100.00	10000.00
14	Cooling	100	CU YD	100.00	10000.00
15	Lighting	100	CU YD	100.00	10000.00
16	Security	100	CU YD	100.00	10000.00
17	Fire	100	CU YD	100.00	10000.00
18	Alarm	100	CU YD	100.00	10000.00
19	Access	100	CU YD	100.00	10000.00
20	Signage	100	CU YD	100.00	10000.00
21	Landscaping	100	CU YD	100.00	10000.00
22	Site Work	100	CU YD	100.00	10000.00
23	Foundation	100	CU YD	100.00	10000.00
24	Structure	100	CU YD	100.00	10000.00
25	Exterior	100	CU YD	100.00	10000.00
26	Interior	100	CU YD	100.00	10000.00
27	Furniture	100	CU YD	100.00	10000.00
28	Fixtures	100	CU YD	100.00	10000.00
29	Equipment	100	CU YD	100.00	10000.00
30	Materials	100	CU YD	100.00	10000.00
31	Labor	100	CU YD	100.00	10000.00
32	Overhead	100	CU YD	100.00	10000.00
33	Profit	100	CU YD	100.00	10000.00
34	Contingency	100	CU YD	100.00	10000.00
35	Subtotal	100	CU YD	100.00	10000.00
36	Total	100	CU YD	100.00	10000.00

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. LOCAL, STATE, AND FEDERAL LAWS AND ORDINANCES SHALL BE OBSERVED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

WRIGLEY BUILDING
1000 W. 10TH STREET
LOS ANGELES, CA 90057
TEL: 213.481.1000
WWW.WRIGLEYBUILDING.COM

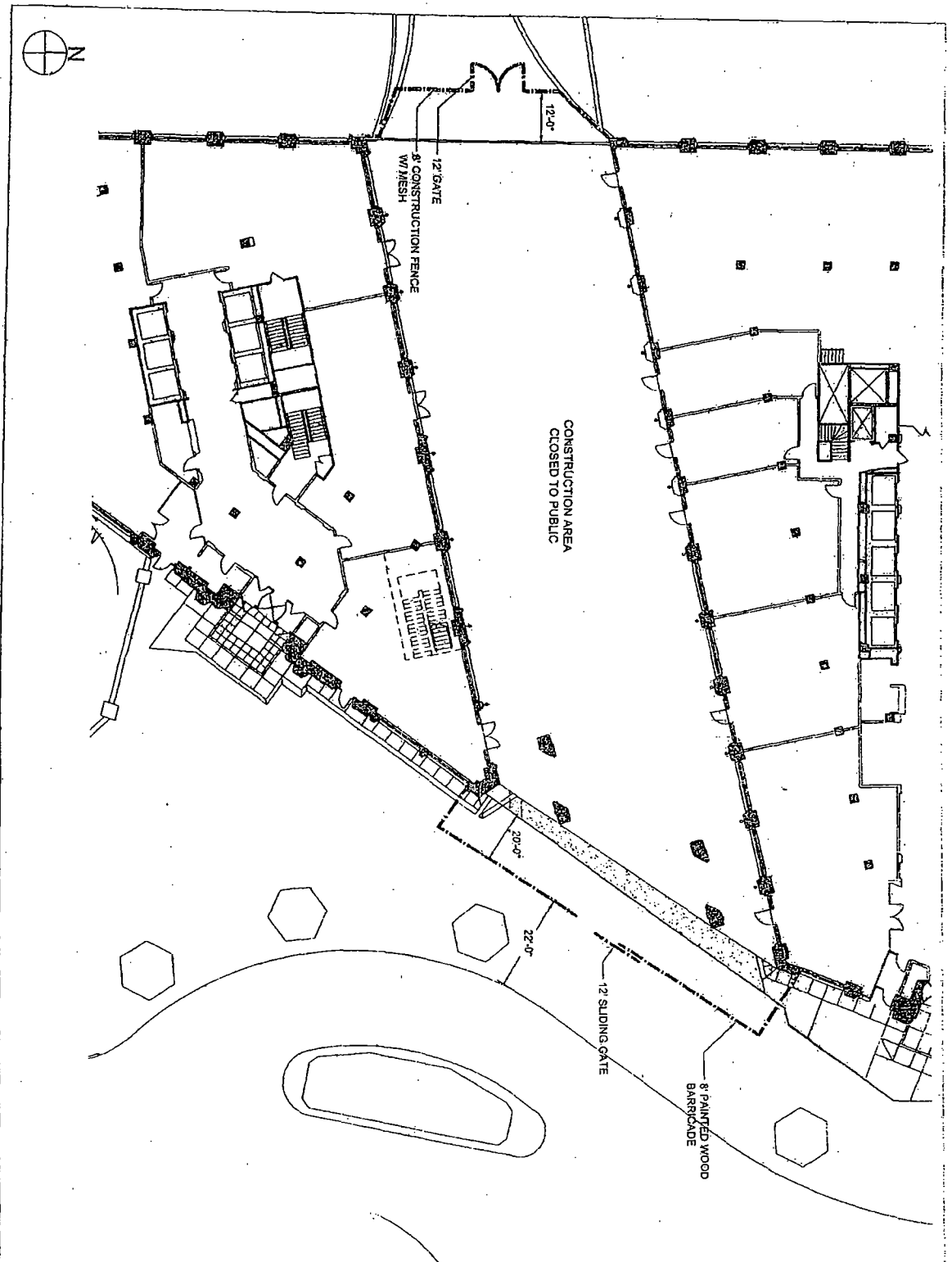
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興長四石

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Wrigley Building Plaza Reconstruction

Project:
 Owner:
 Zeller Realty

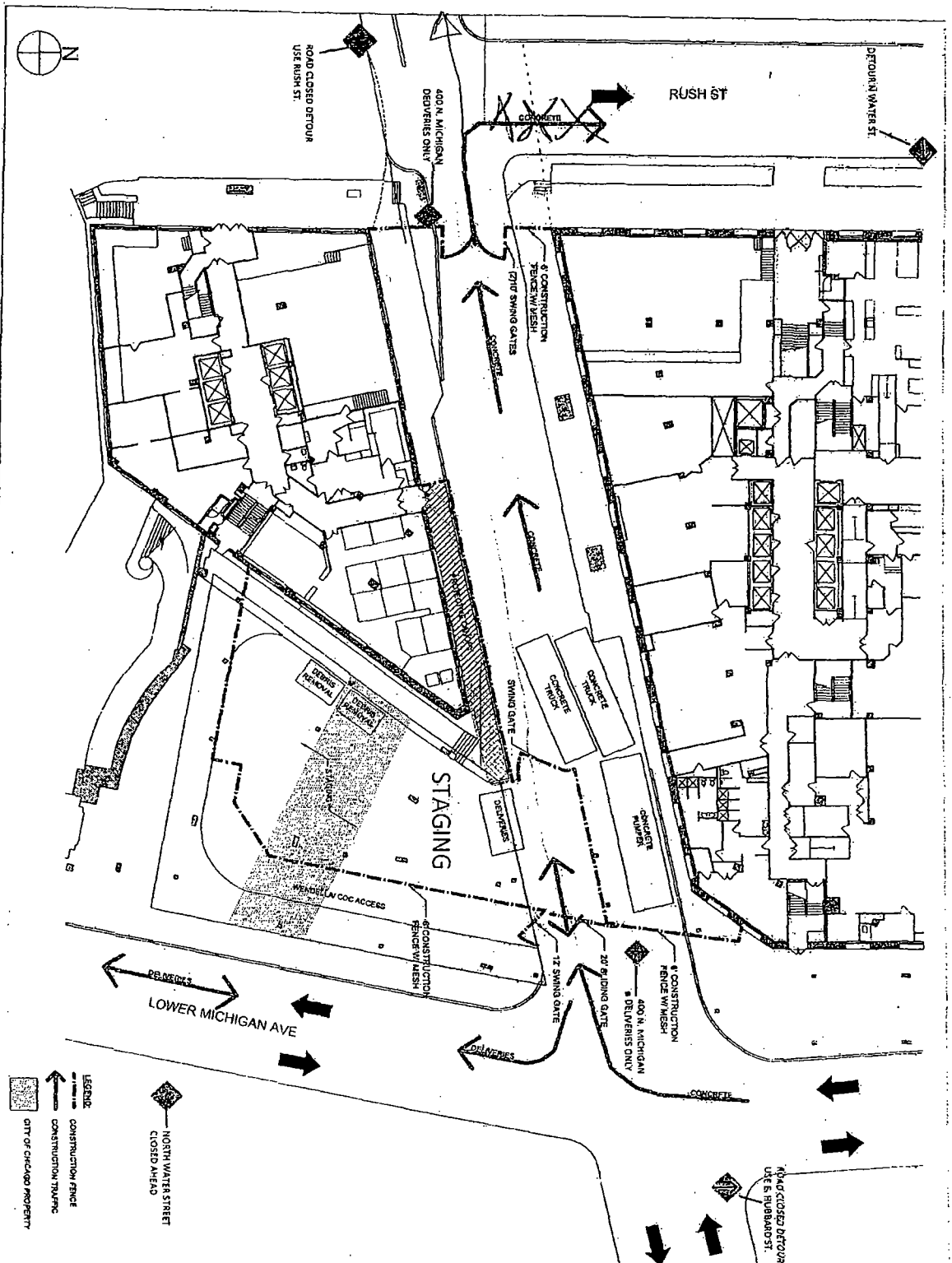
Contractor:
POWER

REQUIRED CITY OF CHICAGO APPROVALS:

- ☐ FULL PLAZA CLOSURE: 5 1/2 MONTHS
- ☐ PERMISSION FOR PARTIAL SIDEWALK CLOSURE ALONG N. MICHIGAN AVE

CLOSE PLAZA:
 18 July 2012
 OPEN PLAZA:
 19 November 2012

SITE LOGISTICS PLAZA LEVEL
 Title: EXHIBIT D: PG 1/2
 Date: 09 FEB 2012



Wrigley Building Plaza Reconstruction

Owner: Zeller Realty

Contractor: POWER

REQUIRED CITY OF CHICAGO APPROVALS:

- PERMISSION TO CLOSE NORTH WATER STREET
- PERMISSION TO CLOSE & USE PUBLIC TURNROUND AT WENDELL AVE

DATE: 07 JUNE 2012

FILE: EXHIBIT C, PG. 3/2

DATE: 07 JUNE 2012

STREET CLOSURE: CLOSE NORTH WATER STREET 9 JULY 2012

STREET CLOSURE: OPEN NORTH WATER STREET 31 December 2012

SITE LOGISTICS: NORTH WATER ST LOWER LEVEL

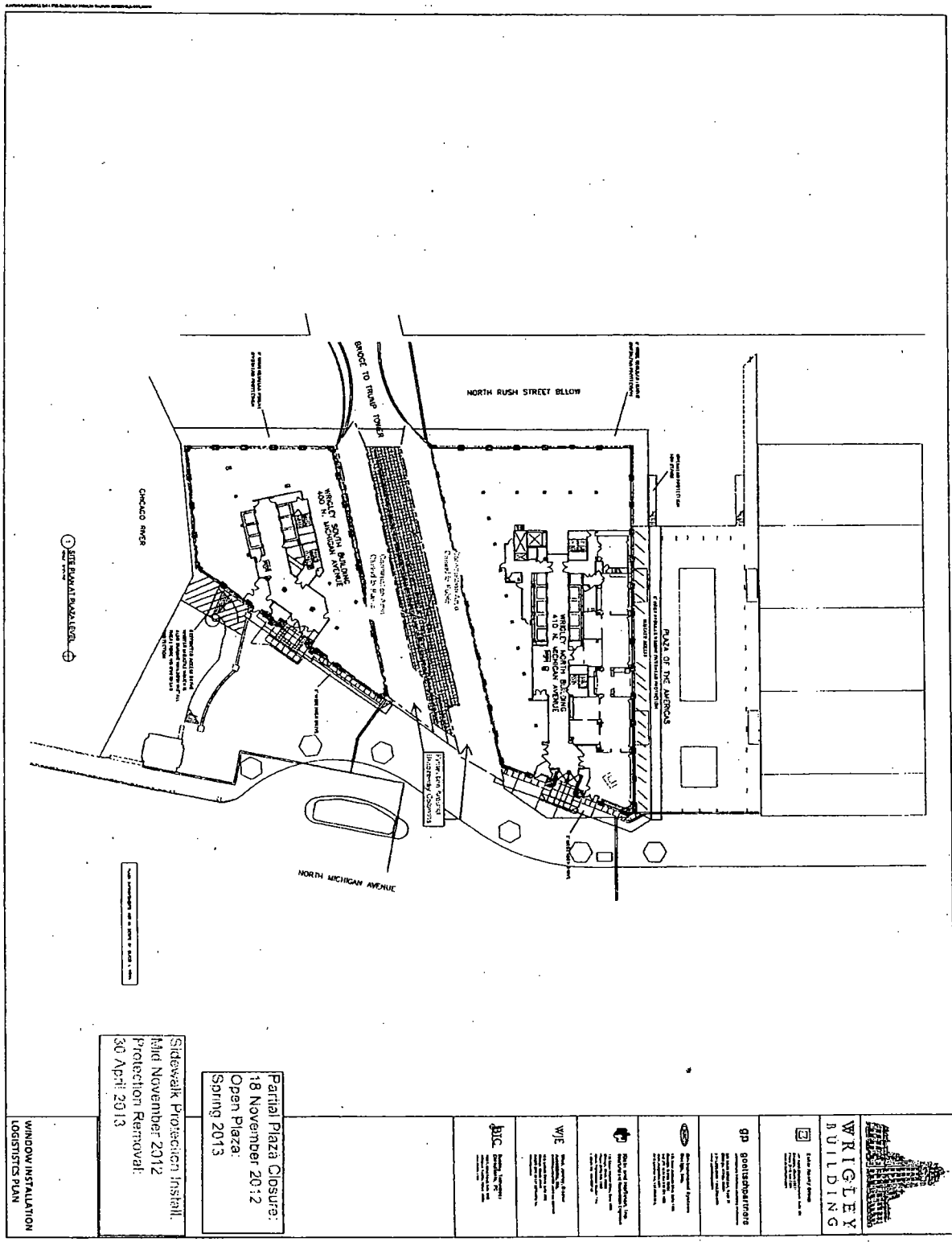


EXHIBIT D

RENOVATION BUDGET

EXHIBIT D

**WRIGLEY PLAZA REHABILITATION
RENOVATION BUDGET**

STRUCTURAL REHABILITATION COSTS ONLY

General Contractor – Power Construction Company GMP Base Contract	\$1,922,812
Projected Buyout Savings as of 9/6/12	(87,864)
Engineer – Wiss Janney Elstner – Base Contract and Change Allowance	85,250
Environmental Consultant – Jensen Environmental	5,000
Allowance – Materials Testing	<u>20,000</u>
	\$1,945,198
Zeller Development Corporation – Construction Management Fee	<u>48,577</u>
	\$1,993,775

EXHIBIT E

SCHEDULE

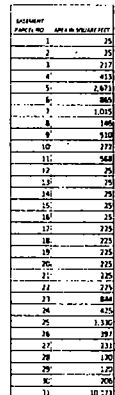
Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Predecessors	Total Float	1A	1B	1C	1D	1E	1F	1G	1H	1I	1J	1K	1L	1M	1N	1O	1P	1Q	1R	1S	1T	1U	1V	1W	1X	1Y	1Z
1000	Permit Start Date	0	0	09JUL12A																													
Pre-Construction																																	
1200	Gravimetric	10	0	09JUL12A	12JUL12A																												
1050	Concrete Reinforcement Shop Drawings	200	100	30JUL12A	03SEP12																												
1060	Concrete Reinforcement Shop Drawings	400	0	30JUL12A	17AUG12A																												
1250	Gravimetric	50	0	10AUG12A	17AUG12A	1250																											
1300	Gravimetric Material Procurement	100	100	20AUG12A	08SEP12	1250																											
1270	Initial Granite Material Procurement	300	300	27AUG12	25OCT12	1250																											
Construction																																	
1010	Initial Barriercases, Fencing, and Signage	50	0	09JUL12A	10JUL12A	1000																											
1020	Initial Dance Platform under Plaza	200	0	17JUL12A	09AUG12A	1010																											
1230	Remove Abandoned/Propped Remaining Utilities	150	0	18AUG12A	09AUG12A	1020																											
1030	Shrink/Chloride	250	70	23AUG12A	30AUG12	1020 1250																											
1250	Breezeway Demolition & Reinforcement	200	0	23AUG12A	19AUG12A	1010																											
1040	Concrete Formwork	150	100	20AUG12A	18SEP12	1050 1100 1250																											
1080	Install Top Flange of Steel	50	40	21AUG12A	31AUG12	1050																											
1100	Install Top Flange of Steel	50	10	01SEP12	01SEP12	1050																											
1110	Install Steel Stakes	50	50	03SEP12	03SEP12	1050																											
1120	Concrete Reinforcement Install	50	50	15SEP12	20SEP12	1100 1110																											
1070	Concrete Reinforcement Install	50	50	15SEP12	20SEP12	1040 1050 1120																											
1140	Concrete Reinforcement Install	20	20	20SEP12	21SEP12	1070																											
1130	Paint Concrete Slab	170	170	22SEP12	12OCT12	1130																											
1160	Paint Top Flange Concrete	50	50	22SEP12	27SEP12	1130																											
1170	Remove Formwork/Upper Layer Scaffolding	50	50	22SEP12	01OCT12	1130																											
1210	Waterproofing Install	150	150	04OCT12	22OCT12	1170																											
1150	Waterproofing Install	150	150	04OCT12	22OCT12	1140 1150																											
1220	Reinforce Steel	10	10	23OCT12	23OCT12	1210																											
1230	Reinforce Steel	50	50	24OCT12	28OCT12	1220																											
1180	Reinforce Steel	50	50	24OCT12	30OCT12	1150																											
1240	Paint Steel	40	40	30OCT12	02NOV12	1230																											
1350	Center (Remainder) Granite Paving	150	150	31OCT12	16NOV12	1180																											
1310	Remove Dance Platform Scaffolding	100	100	03NOV12	14NOV12	1240																											
1320	Trench Dugout Paving	100	100	15NOV12	26NOV12	1310																											
1020	Remove Barriercases and Fencing below Plaza	20	20	19NOV12	16NOV12	1310																											
1330	Re-open North West Street	0	0		16NOV12																												
1360	Open Plaza for Pedestrian Traffic	0	0		16NOV12																												
1190	Granite Paving South Hall	150	150	15APR13	03MAY13																												
1200	Granite Paving North Hall	150	150	15APR13	03MAY13																												
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EXHIBIT F

PLAT OF THE EASEMENT

SEE PAGE 3 FOR LOWER LEVEL FASMENT PARCELS

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAST NORTH WATER STREET 43.81 FEET EASTWISLY OF THE SOUTHWEST CORNER OF
SAYD WATER LOT 10 TO THE SOUTHERLY ALONG THE SOUTHERLY LINE OF EAST NORTH WATER STREET TO THE SOUTHWEST CORNER OF
SAYD WATER LOT 21 THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAYD WATER LOT 21 TO THE PRESENT SOUTHERLY LINE OF
THE CHICAGO RIVER THENCE WESTERLY ALONG SAID NORTHERLY LINE OF CHICAGO RIVER 181.71 TO THE WASTERLY LINE OF SAYD WATER LOT 10
THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAYD WATER LOT 10 TO A POINT 82.02 FEET SOUTHERLY OF THE SOUTHWEST CORNER
OF SAYD WATER LOT 10 TO THE SOUTHWEST CORNER OF THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.



Robert G. Biedermann
Professional Illinois Land Surveyor No. 2807
My license expires November 30, 2012
This professional service conforms to the current Illinois minimum standards for a boundary survey.

REMARKS: 8/27/73 ADDED SURFACE EASEMENT [H.2]		
SPECIAL AGENT OFFICE AGENT	GRENLEY & BIEDERMAN PLES COMPANY 1000 W. 10th St. OMAHA, NE 68102 402-342-1234	COUNTY PAGE 1 of 1
2012-16763-001		
1 of 1		

SUMMARY OF NOTES

NOTE # 8 - 10 Summary Record and Measured disaster requirements.

Disasters are classified as local or regional points. Companies set points BEFORE building in same and as well report any additional BEFORE damage is done.

For assessment, building loss and other requirements will depend on survey's past refer to your disaster record committee. His policy and local building law regulations.

* NO documents shall be submitted by June 1st and must submit again this year.

Under information available from the Building Bureau, Division Council and County are Drafted at least a \$150,000.00

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Legend

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GREMLEY & BIEDERMANN

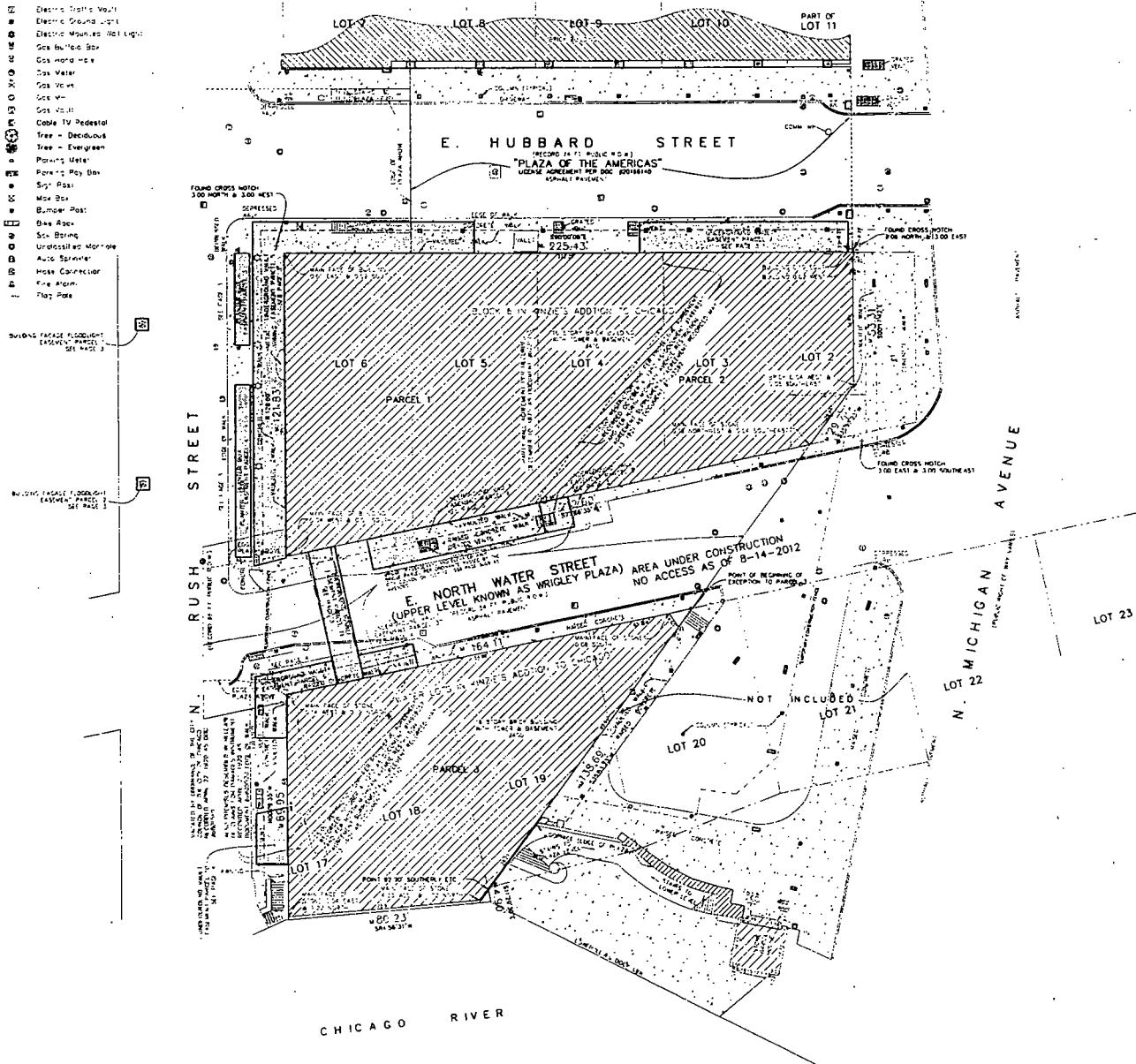
A Division of
PLCS Corporation
License No. 06-0007

PROFESSIONAL LAND SURVEYORS
1505 NORTH ELSTON AVENUE CHICAGO, IL 60630
TELEPHONE (773) 685-5127 FAX (773) 266-1484 EMAIL: INFO@PLCS-SURVEY.COM

Plat of Easement IMPROVEMENTS AT THE LOWER LEVEL

EASEMENT PARCELS ARE DEPICTED AND DESCRIBED ON SUBSEQUENT PAGES AND THEY LIE ADJACENT TO OR ADJOIN THE PARCELS DESCRIBED ON PAGE 1.

ASSURED



EASEMENTS TO BE GRANTED
SEE SUBSEQUENT PAGES FOR DETAILS

RECORDED TO ALTA 8-14-2012 PER #2012-16763 (RJ)

GREMLEY & BIEDERMANN	DATE: 08/14/12
PLS Corporation	BY: [Signature]
1505 North Elston Avenue Chicago, IL 60630	
TEL: (773) 685-5127 FAX: (773) 266-1484	
2012-16763-001	2 of 8

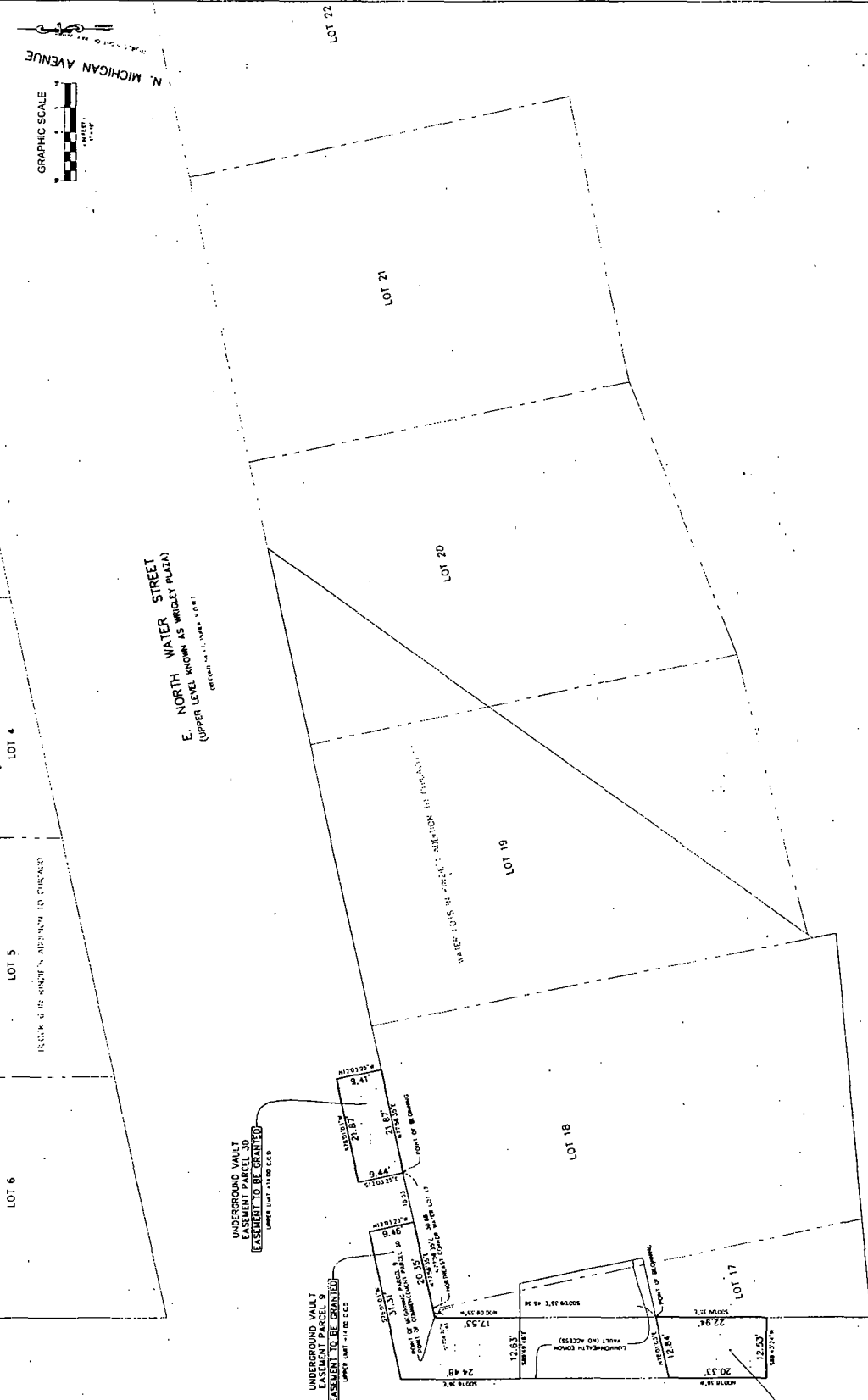
NOTES:
1. All easements are shown and described on subsequent pages.
2. All easements are shown and described on subsequent pages.
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8. All easements are shown and described on subsequent pages.
9. All easements are shown and described on subsequent pages.
10. All easements are shown and described on subsequent pages.

GREMLEY & BIEDERMANN

PLCS Corporation
1000 N. LaSalle Street
Chicago, IL 60610

FOR SALE ONLY
1525 North LaSalle Street, Chicago, IL 60610
Telephone: (773) 344-5072 Fax: (773) 344-5070 Email: info@plcs.com

Plat of Easement LOWER LEVEL SOUTH



CHICAGO RIVER

PROJECT NO.	2012-16763-001	DATE	4/28
PREPARED BY	GREMLEY & BIEDERMANN	CHECKED BY	
DESIGNED BY		APPROVED BY	
DATE	4/28/12	SCALE	AS SHOWN
<p>2012-16763-001</p>			

GREMLEY & BIEDERMANN

Division of
PLCS Corporation

Professional Land Surveyors

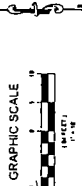
1405 North LaSalle Avenue, Suite 1000
Chicago, Illinois 60610
Telephone (773) 485-5002 Fax (773) 485-5001 Email info@plcs.com

Plat of Easement UPPER LEVEL SOUTH

N. RUSH STREET
(RECORD 54 FT PUBLIC ROW)

E. NORTH WATER STREET
(UPPER LEVEL KNOWN AS WRIGLEY PLAZA)
(RECORD 54 FT PUBLIC ROW)

WATER LOTS IN KINZIE'S ADDITION TO CHICAGO



N. MICHIGAN AVENUE
PUBLIC RIGHT OF WAY (KINZIE'S)

LOT 22

LOT 21

LOT 20

BUILDING CORNER & LIGHTS
EASEMENT PARCEL 27
EASEMENT TO BE GRANTED

LOT 19

LOT 18

LOT 17

CHICAGO RIVER

BUILDING CORNER & LIGHTS
EASEMENT PARCEL 28
EASEMENT TO BE GRANTED

FLOODLIGHT BRACKET
EASEMENT PARCEL 28
EASEMENT TO BE GRANTED

FLOODLIGHT BRACKET
EASEMENT PARCEL 28
EASEMENT TO BE GRANTED

PROJECT NO.	1212-16763-001	DATE	1/11/12
CLIENT	GREMLEY & BIEDERMANN	PROJECT NAME	UPPER LEVEL SOUTH
PREPARED BY	PLCS Corporation	DATE	1/11/12
CHECKED BY	PLCS Corporation	DATE	1/11/12
APPROVED BY	PLCS Corporation	DATE	1/11/12
RECORD NO.	1212-16763-001	PLAT NO.	608
<p>1212-16763-001</p>			

GREMLEY & BIEDERMANN

PLCS Corporation

PROFESSIONAL LAND SURVEYORS
1235 NORTH ELSTINE AVENUE, SUITE 400
CHICAGO, ILLINOIS 60610
TELEPHONE (773) 465-5607 FAX (773) 284-4444 EMAIL: INFO@PLCS-SURV.COM

Plat of Easement UPPER LEVEL EAST

OVERHEAD WALKWAY AT 14TH FLOOR
EASEMENT PARCEL 24
EASEMENT TO BE GRANTED

STREET
WRIGLEY PLAZA)

E. NORTH WATER STREET
(UPPER LEVEL KNOWN AS
E. NORTH WATER STREET)
(BELOWED 14 FT. UNDER RAILWAY)

WATER LOTS IN KINZIE'S ADDITION TO CHICAGO

BLOCK 6 IN KINZIE'S ADDITION TO CHICAGO

LOT 4

LOT 3

LOT 2

OVERHEAD WALKWAY AT 3RD FLOOR
EASEMENT PARCEL 23
EASEMENT TO BE GRANTED

CONCRETE PLANTER
EASEMENT PARCEL 19
EASEMENT TO BE GRANTED

BUILDING FACADE FLOODLIGHT
EASEMENT PARCEL 16
EASEMENT TO BE GRANTED

CONCRETE PLANTER
EASEMENT PARCEL 18
EASEMENT TO BE GRANTED

CONCRETE PLANTER
EASEMENT PARCEL 17
EASEMENT TO BE GRANTED

BUILDING FACADE FLOODLIGHT
EASEMENT PARCEL 15
EASEMENT TO BE GRANTED

BUILDING FACADE FLOODLIGHT
EASEMENT PARCEL 14
EASEMENT TO BE GRANTED

LOT 22

LOT 23

LOT 20

LOT 21

LOT 19

LOT 18

CHICAGO RIVER

GRAPHIC SCALE
1" = 100'

2012-16763-001	7 of 8
GREMLEY & BIEDERMANN	
PROFESSIONAL LAND SURVEYORS	
1235 NORTH ELSTINE AVENUE, SUITE 400	
CHICAGO, ILLINOIS 60610	
TELEPHONE (773) 465-5607 FAX (773) 284-4444 EMAIL: INFO@PLCS-SURV.COM	

EXHIBIT G
GRANTS OF PRIVILEGE

Exhibit G

<u>Permit Number</u>	<u>Permit Description</u>
1068121	3rd and 14th Floor Bridge Structures
1084612	Vault
1095354	Planters (Michigan Avenue)
1066826	Planters (Rush Street)
1088623	Grille Ventilation in Sidewalk
1085981	Grille Ventilation in Sidewalk
1083206	Canopy

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

SECTION I -- GENERAL INFORMATION

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

400-410 Michigan Real Estate, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100
Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

F. Brief description of contract, transaction or other undertaking (as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Approval of Construction Maintenance and Easement Agreement for property
located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation
Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
400-410 Michigan Real Estate Holding, LLC	Managing Member
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
400-410 Michigan Real Estate Holding, LLC	401 N. Michigan Ave. Suite 300 Chicago, Illinois 60611	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

See attached list.

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

400-410 Michigan Real Estate, LLC

(Print or type name of Disclosing Party)

By: _____

(Sign here)

William R. Bush

(Print or type name of person signing)

Vice President & Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12
at Cook County, Illinois (state).

Notary Public.

Commission expires: 9-25-13



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

City of Chicago

Economic Disclosure Statement

Applicant and Disclosing Party: 400-410 Michigan Real Estate, LLC

List of Retained Parties

Name	Business Address	Relationship	Fees
DLA Piper LLP (US)	203 N. LaSalle Street Suite 1900 Chicago, IL 60601	Attorney	\$40,000 (est.)
MacRostie Historic Advisors, LLC	53 W. Jackson Blvd. Suite 1323 Chicago, IL 60604	Historic Consultant	\$25,000 (est.)
Geotisch Partners	224 S. Michigan Ave. Floor 17 Chicago, IL 60604	Architect	\$130,000 (est.)
Environmental Systems Design, Inc.	175 W. Jackson Blvd. Suite 1400 Chicago, IL 60604	Sustainability Consultant	\$5,000 (est.)
Klein and Hoffman	150 S. Wacker Dr. Suite 1900 Chicago, IL 60606	Sustainability Consultant	\$7,500 (est.)
Wiss, Janney, Elstner Associates, Inc.	10 S. LaSalle Suite 2600 Chicago, IL 60603	Engineering	\$70,000 (est.)
Gremley and Biederman, Inc.	4505 N. Elston Ave. Chicago, IL 60630	Surveying	\$15,000 (est.)
O'Keefe Lyons & Hynes, LLC	30 N. LaSalle St. Suite 4100 Chicago, IL 60602	Attorney	\$13,000 (est.)
Laube Companies	200 S. Wacker Dr. Suite 3100 Chicago, IL 60606	Financial Consultant	\$3,000 (est.)

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information.) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

400-410 Michigan Real Estate, LLC
(Print or type legal name of Disclosing Party)

Date: 9-10-12

By:

William R Bush
(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary

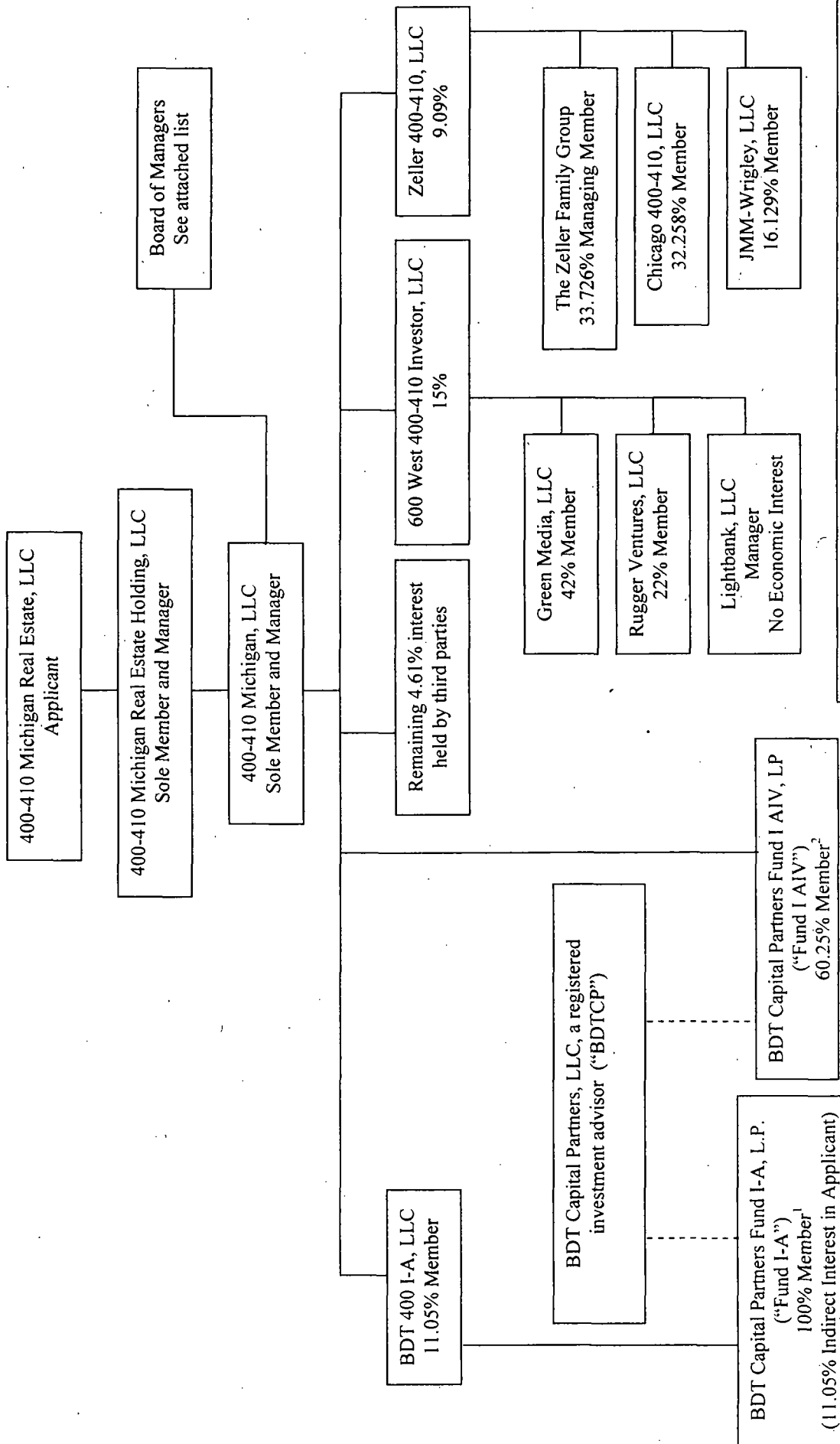
Signed and sworn to before me on [date] September 10, 2012, by Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: 9-25-13



400-410 MICHIGAN REAL ESTATE, LLC **ORGANIZATIONAL CHART**



Notes:
¹ BDTCP is a registered investment advisor and, as such, manages an ownership interest of 11.05% (i.e. greater than 7.5%, but less than 22.5%) beneficially owned by its limited partner third party investors in Fund I-A. The Form ADV for BDTCP has been separately provided to the City. Pursuant to Section 2(c) of the Rules Regarding Economic Disclosure Statement and Affidavit, no further disclosure is required regarding Fund I-A.
² BDTCP, as a registered investment advisor, manages the ownership interest of 60.25% beneficially owned by its limited partner third party investors in Fund I AIV. As noted above, the Form ADV for BDTCP has been separately provided to the City. Pursuant to the previously filed EDS for Fund I AIV, there are no entities or individuals that own a 7.5% or greater interest in Fund I AIV.

400-410 Michigan, LLC
Board of Managers

Michael Krasny
Paul Zeller
William Bush
Robbie Robinson
William Koman
Brad Keywell

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

SECTION I -- GENERAL INFORMATION

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

400-410 Michigan Real Estate Holding, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC
OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100

Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

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

Approval of Construction, Maintenance and Easement Agreement for property
located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation
and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
400-410 Michigan, LLC	Managing Member
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
400-410 Michigan, LLC	401 N. Michigan Ave. Suite 300 Chicago, Illinois 60611	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
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3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

400-410 Michigan Real Estate Holding, LLC

(Print or type name of Disclosing Party)

By:

William R Bush

(Sign here)

William R. Bush

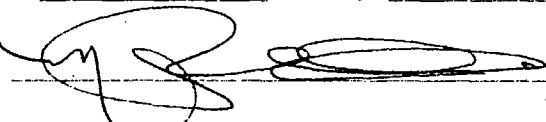
(Print or type name of person signing)

Vice President & Secretary

(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12

at Cook County, Illinois (state).



Notary Public.

Commission expires: 9-25-13



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with ^{Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue} [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

400-410 Michigan Real Estate Holding, LLC

Date: 9-10-12

(Print or type legal name of Disclosing Party)

By:

William R Bush
(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary

Signed and sworn to before me on [date] September 10, 2012, by
Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: 9-25-13



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

SECTION I -- GENERAL INFORMATION

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

400-410 Michigan, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC
OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100
Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

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

Approval of Construction, Maintenance and Easement Agreement for property
located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation
and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name

Title

See attached response.

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

City of Chicago Economic Disclosure Statement and Affidavit
Disclosing Party: 400-410 Michigan, LLC

Applicant: 400-410 Michigan Real Estate, LLC

Matter: Approval of landmark and Class L designation and right of way agreements for property located at 400-410 North Michigan Avenue.

Response to Section II.B.1

The Disclosing Party represents that, pursuant to the Disclosing Party's operating agreement, management control of the Disclosing Party and the Applicant (indirectly by virtue of the Disclosing Party's status as managing member of 400-410 Michigan Real Estate Holding, LLC, which is the managing member of the Applicant) is vested in a Board of Managers. The members of the Board of Managers are as follows:

Michael Krasny
Paul Zeller
William Bush
Robbie Robinson
William Koman
Brad Keywell

Additionally, the Board of Managers, pursuant to its authority under the Disclosing Party's operating agreement, has designated the following individuals as officers of the Disclosing Party:

<u>Name</u>	<u>Title</u>
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer

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

Name	Business Address	Percentage Interest in the Disclosing Party
BDT 400-I-A, LLC	401 N. Michigan Ave., Ste. 3100, Chicago	11.05%
BDT Capital Partners	401 N. Michigan Ave., Ste. 3100, Chicago	60.25%
Fund I AIV, LP ("Fund I AIV")*		
600 West 400-410 Investor, LLC	401 N. Michigan Ave., Ste. 3100, Chicago	15%
Zeller 400-410, LLC	401 N. Michigan Ave., Ste. 250, Chicago	9.09%

*Note: The interest of Fund I AIV is managed by BDT Capital Partners, LLC, which is a registered investment advisor.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

400-410 Michigan, LLC

(Print or type name of Disclosing Party)

By: William R Bush

(Sign here)

William R. Bush
(Print or type name of person signing)

Vice President & Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12
at Cook County, Illinois (state).

[Signature] Notary Public.

Commission expires: 9-25-13

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

400-410 Michigan, LLC

Date: 9-10-12

(Print or type legal name of Disclosing Party)

By:

William R Bush
(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary

Signed and sworn to before me on [date] September 10, 2012, by Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: 9-25-13



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

SECTION I -- GENERAL INFORMATION

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

BDT 400 I-A, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC

OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100
Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Approval of Construction, Maintenance and Easement Agreement for property
located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation
and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer

BDT Capital Partners Fund I-A, L.P. ("Fund I-A") is the managing member of the Disclosing Party and, pursuant to Fund I-A's authority under Disclosing Party's operating agreement, has appointed the officers listed above to control the day-to-day management of the Disclosing Party.

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
BDT Capital Partners	401 N. Michigan Ave., Ste. 3100, Chicago	100%
Fund I-A, L.P. ("Fund I-A") *		
*Note: The interest of Fund I-A is managed by BDT Capital Partners, LLC, which is a registered investment advisor.		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

BDT 400 I-A, LLC

(Print or type name of Disclosing Party)

By: William R Bush
(Sign here)

William R. Bush
(Print or type name of person signing)

Vice President + Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12
at Cook County, Illinois (state).

[Signature] Notary Public.

Commission expires: 9-25-13



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

BDT 400 I-A, LLC

Date: 9-10-12

(Print or type legal name of Disclosing Party)

By:

William R. Bush
(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary

Signed and sworn to before me on [date] September 10, 2012, by
Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: 9-25-13



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

SECTION I -- GENERAL INFORMATION

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

BDT Capital Partners Fund I-A, L.P.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC

OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100
Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Approval of Construction, Maintenance and Easement Agreement for property located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer
BDTCP GP I, LLC	General Partner
BDTCP AIV GP I, LLC	General Partner

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

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

Name

Business Address

Percentage Interest in the
Disclosing Party

BDT Capital Partners, LLC ("BDTCP") is a registered investment adviser and, as such, manages the Disclosing Party's ownership interest. A copy of BDTCP's most recent Form ADV has been separately provided to the City. Pursuant to Section 2(c) of the Rules Regarding Economic Disclosure Statement and Affidavit, no further disclosure is required.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

BDT Capital Partners Fund I-A, L.P.

(Print or type name of Disclosing Party)

By: William R Bush

(Sign here)

William R Bush

(Print or type name of person signing)

Vice President & Secretary of BDTCF GPI, LLC,
General Partner of the Disclosing Entity

(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12
at Cook County, Illinois (state).

[Signature] Notary Public.

Commission expires: 3-25-12

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with ^{Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue} [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

BDT Capital Partners Fund I-A, L.P.

Date: 9-10-12

(Print or type legal name of Disclosing Party)

By:

William R Bush
(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary of BDTCP GPI, LLC,
General Partner of the Disclosing Party

Signed and sworn to before me on [date] September 10, 2012, by
Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: 9-25-13



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

SECTION I -- GENERAL INFORMATION

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

BDT Capital Partners Fund I AIV, LP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC

OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 3100
Chicago, Illinois 60611

C. Telephone: (312) 660-7328 Fax: (312) 832-1700 Email: rrobinson@bdtcap.com

D. Name of contact person: Robbie Robinson

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

F. Brief description of contract, transaction or other under _____ below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Approval of Construction, Maintenance and Easement Agreement for property located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☒ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
Byron D. Trott	President
William R. Bush	Vice President and Secretary
San W. Orr	Vice President and Treasurer
BDTCP AIV GP I, LLC	General Partner
BDTCP GP I, LLC	General Partner

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

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

Name

Business Address

Percentage Interest in the
Disclosing Party

There are no persons or entities whose interest exceeds 7.5% of the Disclosing Party.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

BDT Capital Partners Fund I AIV, LP

(Print or type name of Disclosing Party)

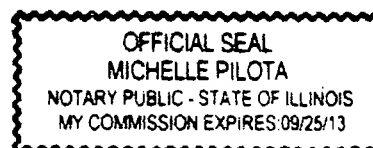
By: William R Bush
(Sign here)

William R. Bush
(Print or type name of person signing)
Vice President & Secretary of BDTCP AIV GPI, LLC,
General Partner of the Disclosing Entity
(Print or type title of person signing)

Signed and sworn to before me on (date) 3-22-12
at Cook County, Illinois (state).

[Signature] Notary Public.

Commission expires: 9.25.13



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

This recertification is being submitted in connection with [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

BDT Capital Partners Fund I AIV, LP

Date: 9-10-12

(Print or type legal name of Disclosing Party)

By:

William R Bush

(sign here)

Print or type name of signatory:

William R. Bush

Title of signatory:

Vice President and Secretary of BDTCP AIV GPI, LLC.
General Partner of the Disclosing Party

Signed and sworn to before me on [date] September 10, 2012, by
Michelle Pilota, at Cook County, Illinois [state].

[Signature] Notary Public.
Commission expires: 9-25-13

OFFICIAL SEAL
MICHELLE PILOTA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/25/13

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

SECTION I -- GENERAL INFORMATION

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

600 West 400-410 Investor, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant.

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC

OR

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

B. Business address of the Disclosing Party: 600 West Chicago Avenue, Suite 700
Chicago, Illinois 60654

C. Telephone: (312) 276-3204 Fax: (312) 276-3231 Email: pat@lightbank.com

D. Name of contact person: Pat Garrison

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

F. Brief description of contract, transaction or other understanding (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Approval of Construction, Maintenance and Easement Agreement for property
located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation
and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes

☒ No

☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name

Lightbank, LLC

Title

Manager

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
Green Media, LLC	600 W. Chicago Ave., Suite 700, Chicago	42% (direct interest)
Rugger Ventures, LLC	600 W. Chicago Ave., Suite 700, Chicago	22% (direct interest)
Eric P. Lefkowsky	600 W. Chicago Ave., Suite 700, Chicago	21% (indirect interest)
Elizabeth Kramer Lefkowsky	600 W. Chicago Ave., Suite 700, Chicago	21% (indirect interest)
Kimberly Keywell	600 W. Chicago Ave., Suite 700, Chicago	17.6% (indirect interest)

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name	Business Address	Nature of Interest
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

600 West 400-410 Investor, LLC

(Print or type name of Disclosing Party)

By: _____

(Sign here)

ERIC LEHMAN/LLC

(Print or type name of person signing)

Sole manager of Lightbank, LLC, the Disclosing Party's

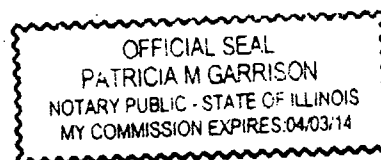
(Print or type title of person signing)

Signed and sworn to before me on (date) 2/29/12

at COOK County, ILLINOIS (state).

Notary Public.

Commission expires: 4-3-14



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information.) Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property located at 400-410 North Michigan Avenue

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

Approval of right of way agreement (Construction, Maintenance and Easement Agreement) for property

This recertification is being submitted in connection with located at 400-410 North Michigan Avenue

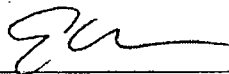
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

600 West 400-410 Investor, LLC

(Print or type legal name of Disclosing Party)

Date: 9/10/12

By:


(sign here)


Print or type name of signatory:

Eric Lefkowsky

Title of signatory:

Manager of Lightbank, LLC,
the Disclosing Party's Manager

Signed and sworn to before me on [date] SEPT 10, 2012 by
PATRICIA M GARRISON at COOK County, ILLINOIS [state].

 Notary Public.

Commission expires: 4-3-14



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

SECTION I -- GENERAL INFORMATION

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

Zeller 400-410, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: 400-410 Michigan Real Estate, LLC

OR

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

B. Business address of the Disclosing Party: 401 N. Michigan Avenue, Suite 250

Chicago, Illinois 60611

C. Telephone: (312) 640-7600 Fax: (312) 640-7699 Email: aglass@zellerrealty.com

D. Name of contact person: Ari Glass

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

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

Approval of Construction, Maintenance and Easement Agreement for property located at 400-410 North Michigan Avenue

G. Which City agency or department is requesting this EDS? Department of Transportation and Department of Housing and Economic Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes ☒ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
The Zeller Family Group, L.L.C.	Managing Member

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
The Zeller Family Group, L.L.C.	401 N. Michigan Ave., Chicago	33.726%
Chicago 400-410, LLC	8500 Normandale Lake Blvd., Minneapolis, MN	32.258%
JMM-Wrigley, LLC	950 LaSalle Plaza, 800 LaSalle Ave., Minneapolis, MN	16.129%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

N/A

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

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

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

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

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

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

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

N/A

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

Name
N/A

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

This matter is not federally funded.

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No N/A - This matter is not federally funded.

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - This matter is not federally funded.

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Zeller 400-410, LLC

(Print or type name of Disclosing Party)

By:

Paul M. Zeller
(Sign here)

Paul M. Zeller

(Print or type name of person signing)

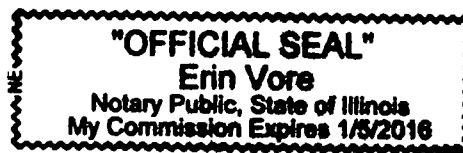
President of The Zeller Family Group, L.L.C., the

(Print or type title of person signing) Disclosing Party's Managing Member

Signed and sworn to before me on (date) April 4, 2012,
at COOK County, IL (state).

Erin Vore Notary Public.

Commission expires: 1/5/2016



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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