



City of Chicago



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Office of the City Clerk

Document Tracking Sheet

Meeting Date:	6/25/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	First Amendment to Redevelopment Agreement for Chicago Manufacturing Campus, LLC
Committee(s) Assignment:	Committee on Finance

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a previously passed redevelopment agreement with Chicago Manufacturing Campus, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

**AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS
AUTHORIZING AN AMENDMENT TO
REDEVELOPMENT AGREEMENT**

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on December 21, 1994, and published at pages 63452 - 63499 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the 126th and Torrence Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on December 21, 1994, and published at pages 63495 and 63500 - 63504 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on December 21, 1994, and published at pages 63505 - 63510 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, pursuant to an ordinance (the "RDA Ordinance") adopted by the City Council on September 4, 2002, and published at pages 92335 - 92448 of the Journal of such date, the City entered into that certain Chicago Manufacturing Campus Redevelopment Agreement ("RDA") dated as of March 21, 2003 and recorded on June 12, 2003 as Document Number 0316345186 in the Office of the Cook County Recorder of Deeds by the City and Chicago Manufacturing Campus, LLC (the "Developer"); and

WHEREAS, the parties desire to amend the RDA to, among other things, (i) cancel the previously issued Phase I Note, Phase II Note and Phase III Note and in exchange therefor issue new Tax Increment Allocation Revenue Notes, (ii) delete references to the Phase IV Note and (iv) otherwise to amend the RDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner (the "Commissioner") of the City's Department of Planning and Development 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 First Amendment to the RDA by the City and the Developer in substantially the form attached hereto as Exhibit A and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the First Amendment.

SECTION 3. Notes of the City shall be issued for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the RDA as "TIF-Funded Improvements") and shall be designated as follows: (a) "City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series A" in the maximum aggregate principal amount of \$5,571,785 (the "Phase I Note"), (b) "City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series B" in the maximum aggregate principal amount of \$6,000,000 (the "Phase II Note"), and (c) "City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series C" in the maximum aggregate principal amount of \$3,000,000 (the "Phase III Note")(each, a "City Note" and collectively, the "City Notes").

The City Notes shall be substantially in the form attached to the First Amendment as Exhibits B, C and D and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Authorized Officer (the person duly appointed and serving as the Chief Financial Officer of the City, or if no such person has been appointed, then the City Comptroller, being each referred to herein as an "Authorized Officer") of the City, at the time of issuance to reflect the purpose of the issue. The City Notes shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Notes are hereby appropriated for the purposes set forth in this Section 3.

The City Notes shall mature as described in the RDA, and shall bear interest at a fixed interest rate as described in the RDA until the principal amount of the City Notes is paid or until maturity, with the exact rate to be determined by the Authorized Officer, computed on the basis of a 360-day year of twelve 30-day months.

The principal of and interest on each City Note shall be paid by check, draft or wire transfer of funds by the Authorized Officer of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose name such City Note is registered at the close of business on the payment date, in any event no later than at the close of business on the 15th day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of each City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on each City Note, and each City Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk or any Deputy Clerk of the City, and in case any officer whose signature shall appear on any such City Note shall cease to be such officer before the delivery of the City Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Each City Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for such City Note, and showing the date of authentication. No City Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the City Note shall be conclusive evidence that the City Note has been authenticated and delivered under this Ordinance.

SECTION 4. The City shall cause books (the "Register") for the registration and for the transfer of the City Notes (to the extent such transfer is permitted under the RDA) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the City Notes. The City is authorized to prepare, and the Registrar shall keep custody of, multiple City Note blanks executed by the City for use in the transfer of the City Notes.

Upon surrender for a transfer of a City Note authorized under the RDA at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Authorized Officer (or his or her designee) and the Commissioner on the instrument of transfer, and (iv) any deliveries required under the RDA, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered City Note of the same maturity, of authorized denomination, for the authorized principal amount of the City Note less previous retirements. The execution by the City of a fully registered City Note shall constitute full and due authorization of the City Note and the Registrar shall thereby be authorized to authenticate, date and deliver the City Note. The Registrar shall not be required to transfer or exchange a City Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of the City Note nor to transfer or exchange the City Note after notice calling the City Note for prepayment has been made, nor during a period of five (5) business days next preceding mailing of a notice of prepayment of principal of the City Note. No beneficial interests in a City Note shall be assigned, except in accordance with the procedures for transferring the City Note described above.

The person in whose name a City Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the City Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such City Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of a City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the City Note.

SECTION 5. Subject to the limitations set forth herein, the Authorized Officer is authorized to determine the terms of the City Notes and to issue the City Notes on such terms as the Authorized Officer may deem to be in the best interest of the City. The principal of the City Notes shall be subject to prepayment as provided in the form of City Notes attached to the First Amendment as Exhibits B, C and D. As directed by the Authorized Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 6. The City Notes hereby authorized shall be executed as in this ordinance and the RDA provided as soon after the passage hereof as may be practicable and consistent with the terms of the RDA, and thereupon, said City Notes shall be deposited with the Commissioner, and delivered by the Commissioner to the Developer.

SECTION 7. Special Tax Allocation Fund. Pursuant to the TIF Ordinance, the City has created a special fund, designated as the 126th and Torrence Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund (the "Fund").

The Authorized Officer is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area are to be deposited into the Fund.

Pursuant to the RDA Ordinance, there was created within the Fund a special sub-account to be known as the "Chicago Manufacturing Campus Account" (the "Project Account"). Pursuant to the RDA Ordinance, the City designated and deposits into the Project Account the Available Incremental Taxes (as defined in the RDA). Upon deposit, the moneys on deposit in the Project Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Project Account.

The City hereby assigns, pledges and dedicates the Project Account, together with all amounts on deposit in the Project Account, to the payment of the principal of and interest, if any, on the City Notes when due under the terms of the RDA, including specifically, but without limitation, the definition of Allocated Available Incremental Taxes and Section 4.03 of the RDA.

Subject to the terms and conditions of the RDA, the City shall use the Allocated Available Incremental Taxes (as defined in the RDA) to pay the principal of and interest on the City Notes, at maturity or upon payment or redemption prior to maturity, in accordance with the terms of the City Notes, which payments from the Project Account are hereby authorized and appropriated by the City.

In the event that an event of default under the RDA entitles the City to permanently terminate further payments of City Funds (as defined in the RDA) with respect to any City Note, the City may in its discretion, return the amounts in the Project Account that would otherwise be

allocated to the payment of such City Note to the Fund of the City and the Project Account shall be closed. Upon payment of all amounts due under the City Notes and the RDA in accordance with their terms, the amounts on deposit in the Project Account, as applicable, shall be deposited in the Fund of the City and the Project Account shall be closed.

Notwithstanding any of the foregoing, payments on the City Note will be subject to the availability of Allocated Available Incremental Taxes in the Project Account.

SECTION 8. The City Notes are special limited obligations of the City. The City Notes are payable solely from Allocated Available Incremental Taxes, and shall be a valid claim of the registered owners thereof only against said sources. The City Notes shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the City Notes shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Notes.

SECTION 9. Moneys on deposit in the Fund or the Project Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Notes.

SECTION 10. Upon issuance, each City Note shall have an initial principal balance specified in the First Amendment. After issuance, the principal amount outstanding under any City Note shall be the initial principal balance of such City Note, minus any principal amount and interest paid on the Note and other reductions or adjustments in principal as are provided for in the RDA.

SECTION 11. The Mayor, the Authorized Officer, the City Clerk or any Deputy Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance.

SECTION 12. The Registrar shall maintain a list of the names and address of the registered owners from time to time of the City Notes and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 13. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the City Notes. All covenants relating to the City Notes are enforceable by the registered owners of the City Note.

SECTION 14. 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 15. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 16. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - First Amendment to Redevelopment Agreement

[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by
and after recording return to:
Scott D. Fehlan, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

FIRST AMENDMENT TO CHICAGO MANUFACTURING CAMPUS REDEVELOPMENT AGREEMENT

This First Amendment to Chicago Manufacturing Campus Redevelopment Agreement (this "**Amendment**") is made as of this ____ day of _____, 2014, the date that the conditions described in Article II of this Amendment have been complied with to the City's satisfaction (the "**Effective Date**") by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Planning and Development ("**DPD**"), and Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. Developer and the City have entered into a Chicago Manufacturing Campus Redevelopment Agreement dated as of March 21, 2003 (the "**RDA**"), which was recorded with the Recorder of Deeds of Cook County on June 12, 2003 as Document No. 0316345186 pursuant to which the City provided additional financing to assist Developer in completing the Project (as defined in the RDA), which is located on the property described in Exhibit A attached hereto (the "**Property**"). Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the RDA.

B. The parties desire to amend the RDA to, among other things, (i) cancel the previously issued Phase I Note, Phase II Note and Phase III Note and in exchange therefor issue new Tax Increment Allocation Revenue Notes, (ii) delete references to the Phase IV Note, and (iii) otherwise to amend the RDA.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

ARTICLE II. CLOSING CONDITIONS

The effectiveness of this Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions:

(a) Amendment. The execution of this Amendment by all parties and the recording of this Amendment;

(b) Title. The Developer has furnished the City with a date down endorsement to the Title Policy for the Property, certified by the Title Company, dated within ten days before the date this Amendment is signed, showing the Developer as the named insured, satisfying the requirements described in **Section 5.05** of the RDA and noting the recording of this Amendment as an encumbrance against the Property;

(c) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within twenty days before the date this Amendment is signed, as described under **Section 5.06** of the RDA, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(d) Opinion of the Developer's Counsel. The Developer has furnished the City with an opinion of counsel, substantially in the form attached as Exhibit L to the RDA, with such changes as required by or acceptable to Corporation Counsel; provided, that if the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit L hereto, such opinions were obtained by the Developer from its general corporate counsel;

(e) Corporate Documents; Economic Disclosure Statement. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer of each entity certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable. Each of Ford Motor Company, a Delaware corporation ("Ford") and the Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof;

(f) Return of City Notes. (i) The Developer has returned to the City the original Phase I Note and the Phase II Note for cancellation by the City, and the City has issued the new Phase I Note and the new Phase II Note to the Developer; and (ii) Ford has returned to the City the original Phase III Note for cancellation by the City, and the City has issued the new Phase III Note to Ford; and

(g) Payment of Bond Counsel fees. The Developer has paid the fees of Foley & Lardner, special counsel, in connection with the review of this Amendment.

ARTICLE III. AMENDMENTS TO RDA

The RDA is amended as follows:

Section	Deletion and/or addition
Section 2, Definitions	<p>The following new defined term is added:</p> <p>"Amendment" shall mean the First Amendment to Chicago Manufacturing Campus Redevelopment Agreement dated as of _____, 2014 by and between the City and the Developer.</p> <p>"Chicago Manufacturing Campus Account" shall have the meaning given such term in the Ordinance.</p> <p>"Ordinance" shall mean the Ordinance approving the Agreement adopted by the City Council of the City on September 4, 2002 as amended on _____, 2014 (the "Ordinance").</p>
Section 2, Section 4.03, Exhibit I-IV and elsewhere in the RDA	<p>The following defined terms, and all references to such defined terms that appear in the RDA, are deleted: "Phase IV Note Interest Rate" and "Phase IV Note."</p> <p>Section 4.03(iv), Issuance of Phase IV Note, is deleted.</p> <p>Exhibit I-IV, Form of Phase IV Note, is deleted.</p>
Section 2, Definitions	<p>The definition of each of the defined terms listed below shall be deleted and replaced be the following:</p> <p>"Phase I Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series A, to be issued to the Developer in substantially the form attached to the Amendment as Exhibit B. The Phase I Note shall bear interest at an annual rate equal to the Phase I Note Interest Rate.</p> <p>"Phase I Note Amount" shall mean \$5,571,785.</p> <p>"Phase I Note Interest Rate" shall mean 6.98%.</p> <p>"Phase II Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series B, to be issued to the Developer in substantially the form attached to the Amendment as Exhibit C. The Phase II Note shall bear interest at an annual rate equal to the Phase II Note Interest Rate.</p> <p>"Phase II Note Amount" shall mean \$6,000,000.</p>

Section	Deletion and/or addition
	<p>"Phase II Note Interest Rate" shall mean 6.98%.</p> <p>"Phase III Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note, 126th and Torrence Avenue Redevelopment Project Area (Chicago Manufacturing Campus Project) Taxable Series C, to be issued to the Developer in substantially the form attached to the Amendment as Exhibit D. The Phase III Note shall bear interest at an annual rate equal to the Phase III Note Interest Rate.</p> <p>"Phase III Note Amount" shall mean \$3,000,000.</p> <p>"Phase III Note Interest Rate" shall mean 6.98%.</p>
Section 4.03 (b)(v), Pledge of Available Incremental Taxes.	<p>This subsection shall be revised by deleting the struck-through text and adding the underlined text as follows:</p> <p>Subject to the limitations set forth in this Section 4 (including, without limitation, Section 4.03(xi) and in the City Notes, the City agrees to reserve and pledge the Available Incremental Taxes to the payments due under the four <u>three</u> City Notes and to seek in good faith to accommodate the issuance of tax-exempt City Notes. Notwithstanding such reservation and pledge, payments shall be limited as set forth in Sections 4.03(b) (vi) and (vii) below.</p>
Section 4.03(b)(vi), Payments on Phase I Note and Phase II Note	<p>The second, third and fourths paragraphs of subsection (vi) shall be revised by deleting the struck-through text and adding the underlined text as follows:</p> <p><u>Payments under the Phase I Note and the Phase II Note are subject to the amount of Allocated Available Incremental Taxes deposited into the Chicago Manufacturing Campus Account being sufficient for such payments. If the Allocated Available Incremental Taxes turn out to be insufficient to make such payments, such insufficiency shall not give the Developer or any holder of the City Note(s) any claim or right to any other Incremental Taxes or City funds.</u></p> <p>The Phase I Note attached hereto as Exhibit I-1 will, at the time of issuance, include an attached debt service schedule prepared by the City and the Developer at such time that will fully amortize the Phase I Note over as short a period as practicable based on the estimated Allocated Available Incremental Taxes, and assuming issuance of, the Phase II Note in its maximum principal amount of \$6,000,000 (or such other assumption as may be acceptable to the City and Developer). The Developer acknowledges and agrees that its own projections of the Allocated Available Incremental Taxes indicate that the Allocated Available Incremental Taxes will be sufficient to fully amortize the Phase I Note and the Phase II Note during the Term of the Agreement. If and when the Phase II Note is issued,</p>

Section	Deletion and/or addition
	<p>the City and the Developer shall prepare a similar debt service schedule for attachment to the Phase II Note. Notwithstanding the reservation and pledge in Section 4.03(b)(v) above, such debt service schedule(s) shall be based on the commitment and use of only Allocated Available Incremental Taxes to make debt service payments. If the Allocated Available Incremental Taxes turn out to be insufficient to make such debt service payments, such insufficiency shall not give the Developer or any holder of the City Note(s) any claim or right to any other Incremental Taxes or City funds.</p> <p>No payments will ever be made under the Phase I Note, and the Phase II Note will never be issued, if the Developer does not comply with all applicable conditions and requirements of the Redevelopment Agreement related to the construction of the Project, including, but not limited to, MBEAWBE, prevailing wage and City residency hiring construction requirements (provided that if the Developer pays any applicable penalty amounts, to the extent the payment of such penalty amounts is permitted under the Municipal Code of, the City and in accordance with the procedures set forth therein and will not adversely affect the tax-exempt status of any of the City Notes based on the opinion of qualified bond counsel, it shall still be entitled to such City Note payments), as such requirements apply to each such phase.</p> <p>If the Phase I Note is the only Note issued and outstanding, then payments on the phase I Note shall be made from all of the applicable Allocated Available Incremental Taxes. If both the Phase I Note and the Phase II Note are issued and are outstanding, payments of Allocated Available Incremental Taxes shall be made on a pro rata basis between the two City Notes. After final repayment of the Phase I Note and, if issued, the Phase II Note, the Allocated Available Incremental Taxes for such City Notes shall be used to repay any amounts, due and owing under the Phase III Note and the Phase IV Note, in that order.</p>
Section 4.03(b)(vii), Payments on Phase III Note and Phase IV Note	<p>This subsection (vii) shall be given a new heading, "Payments on Phase III Note" and shall be revised by deleting the struck-through text and adding the underlined text as follows:</p> <p>If the Phase III Note or Phase IV Note, or both, are issued, the Allocated Available Incremental Taxes for such City Notes(s) will be committed and used to make payments (i) first, with respect to the Phase III Note, if the Phase III Note is issued, until the Phase III Note has been paid in full, and (ii) second, with respect to the Phase IV Note, until the Phase IV Note has been paid in full. After final payment of the Phase III Note and the Phase IV Note, the Allocated Available Incremental Taxes reserved for such notes shall be used to pay any amounts due and owing under the Phase I Note and the Phase II Note on a pro rata basis. If the Phase III Note and Phase IV Note have not been issued by the Third Anniversary Date, then the City,</p>

Section	Deletion and/or addition
	<p>in its sole discretion, may elect to commit and use the 17.5% of Allocated Available Incremental Taxes reserved for the Phase III Note and the Phase IV Note to pay any outstanding amounts on the Phase I Note and/or the Phase II Note.</p> <p><u>Payments under the Phase III Note are subject to the amount of Allocated Available Incremental Taxes deposited into the Chicago Manufacturing Campus Account being sufficient for such payments. If the Allocated Available Incremental Taxes turn out to be insufficient to make such payments, such insufficiency shall not give the Developer or any holder of the City Note(s) any claim or right to any other Incremental Taxes or City funds.</u></p>
Section 4.03 (ix), Cessation of Certain Note Payments	This Section is deleted.
Section 4.03 (x), Limited Right to Prepay notes	This Section is deleted.
Section 9.02	<p>The first sentence of this section shall be revised by deleting the struck-through text as follows:</p> <p>DPD agrees to support the application of the Developer for a Cook County Class 6b incentive with respect to the Project Building site (provided that there shall be no extension of such incentive beyond the initial 12-year incentive period).</p>
Section 15.02, Remedies	<p>Subsection (d) shall be revised by deleting the struck-through text and adding the underlined text as follows:</p> <p>(d) notwithstanding Section 15.02(c) to the contrary, if an Event of Default occurs after a permitted sale of one or more previously issued City Notes to a third party "qualified investor", the City will, notwithstanding such Event of Default, continue to make payments with respect to any such City Note (i.e., one or more of the Phase I Note, the Phase II Note and, if applicable, the Phase III Note and the Phase IV Note).</p>

ARTICLE IV COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER AND FORD

Each of Developer and Ford covenants, represents and warranties that:

(a) such party has the right, power and authority to enter into, execute, deliver and perform this Amendment. The execution, delivery and performance by such party of this Amendment have been duly authorized by all necessary action, and do not and will not violate its Articles of Organization, Articles of Incorporation, Operating Agreement or Bylaws, as applicable, any

applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound;

(b) such party is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing or any related agreements;

(c) prior to returning the Phase I Note and the Phase II Note to the City for cancellation, the Developer owned the Phase I Note and the Phase II Note free and clear of mortgages, liens, pledges, security interests and encumbrances;

(d) prior to returning the Phase III Note to the City for cancellation, Ford owned the Phase III Note free and clear of mortgages, liens, pledges, security interests and encumbrances; and

(e) the new City Notes to be issued pursuant to this Amendment are taxable, and such City Notes shall be treated by such party as reissued as taxable obligations for Federal income tax purposes.

ARTICLE V. MISCELLANEOUS

A. Limitation of Liability. No member, official or employee of the City shall be personally liable to any party to this Amendment or any successor in interest in the event of any default or breach by the City or any successor in interest or for any amount which may become due to any party to this Amendment from the City or any successor in interest or on any obligation under the terms of this Amendment or the RDA.

B. No Effect on Recording Priority of RDA. The parties agree that entering into this Amendment shall have no effect on the recording priority of the RDA (or any outstanding subordination agreement that might relate thereto) and that this Amendment shall relate back to the dates that each of the RDA (or any outstanding subordination agreement that might relate thereto) were originally recorded in the land title records of Cook County, Illinois.

C. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

D. Other Terms in the RDA Remain; Conflict.

(a) Except as explicitly provided in this Amendment, all other provisions and terms of the RDA shall remain unchanged.

(b) In the event of a conflict between any provisions of this Amendment and the provisions of the RDA, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA shall remain in effect with respect to the parties thereto.

E. Representations and Warranties of Developer. Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the RDA, as amended by this Amendment.

F. Form of Documents. All documents required by this Amendment to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

G. Recording and Filing. Developer shall cause this Amendment to be recorded and filed on the date hereof against the Property legally described in Exhibit A hereto in the conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

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

J. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

K. Binding Effect. This Amendment shall be binding upon Developer and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the RDA or this Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this Amendment and the transactions contemplated hereby and thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Amendment or the transactions contemplated thereby.

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

N. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

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

By: _____
Name: Andrew J. Mooney
Title: Commissioner

CHICAGO MANUFACTURING CAMPUS, LLC

By: _____
Name: _____
Title: _____

Limited Joinder:

The undersigned executes below solely for the purposes of making the representations, warranties and covenants included in Article IV of the Amendment.

FORD MOTOR COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Chicago Manufacturing Campus, LLC, (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, 2014.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, 2014.

Notary Public

My Commission Expires_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Ford Motor Company, a Delaware corporation ("Ford"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Ford, as his/her free and voluntary act and as the free and voluntary act of Ford, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____th day of _____, 2014.

Notary Public

My Commission Expires _____

(SEAL)

EXHIBIT A
The Property

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 581.02 FEET EASTERLY FROM THE INTERSECTION OF THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30, WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CALUMET WESTERN RAILWAY (NOW ABANDONED), WHICH POINT OF COMMENCEMENT IS THE SOUTHEASTERLY MOST CORNER OF LANDS CONVEYED BY ALLIED CORPORATION TO TAJON WAREHOUSING CORPORATION, AND RUNNING THENCE (1) ALONG THE LINE OF LANDS BETWEEN ALLIED CORPORATION AND TAJON WAREHOUSING NORTH 27 DEGREES, 09 MINUTES, 00 SECONDS WEST, A DISTANCE OF 2022.61 FEET TO A POINT IN THE SOUTHERLY LINE OF THE CALUMET RIVER, AS ESTABLISHED BY DOCUMENT 13058493; THENCE (2) NORTH 54 DEGREES, 56 MINUTES, 38 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE CALUMET RIVER, 350.00 FEET MORE OR LESS TO A POINT; THENCE (3) STILL ALONG THE SOUTHERLY LINE OF THE CALUMET RIVER NORTH 78 DEGREES, 15 MINUTES, 25 SECONDS EAST, A DISTANCE OF 381.72 FEET TO A DEFLECTION POINT; THENCE (4) ALONG SAID SOUTHERLY LINE NORTH 61 DEGREES, 42 MINUTES, 36 SECONDS EAST, A DISTANCE OF 100.00 FEET, MORE OR LESS, TO NORTHWESTERLY CORNER OF LANDS HERETOFORE CONVEYED BY ALLIED CORPORATION TO PVS CHEMICALS, INC. (ILLINOIS); AND RUNNING THENCE (5) SOUTH 11 DEGREES, 56 MINUTES, 58 SECONDS EAST, A DISTANCE OF 655.14 FEET TO A POINT; THENCE (6) NORTH 90 DEGREES EAST, A DISTANCE OF 238.00 FEET; THENCE (7) SOUTH 03 DEGREES, 32 MINUTES, 30 SECONDS EAST, A DISTANCE OF 150.42 FEET; THENCE (8) NORTH 90 DEGREES EAST, A DISTANCE OF 447.76 FEET TO THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE (9) SOUTH 00 DEGREE, 05 MINUTES, 45 SECONDS EAST ALONG THE SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID QUARTER, A DISTANCE OF 1300.00 FEET MORE OR LESS; THENCE NORTH 90 DEGREES WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 677.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE EAST 33.0 FEET THEREOF AND THE SOUTH 33.0 FEET THEREOF, GRANTED OR TAKEN FOR PUBLIC STREETS), AND (EXCEPTING THEREFROM A PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 WITH THE NORTHEASTERLY LINE OF THE CALUMET RAILWAY RIGHT OF WAY (NOW ABANDONED) AS SHOWN ON PLAT OF SURVEY RECORDED MAY 8, 1913, IN BOOK 1341, PAGES 2, 3, AND 4 AS DOCUMENT NUMBER 5181006 INDEX NO. 26-30-304-001; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 581.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 644.63 FEET TO A LINE 33.00 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES, 25 MINUTES 59 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE ALONG SAID 33.00 FEET WEST LINE, A DISTANCE OF 197.28 FEET; THENCE SOUTHWEST 19 DEGREES 08 MINUTES 50 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 72.37 FEET; THENCE WEST 108 DEGREES 57 MINUTES 37 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE, A DISTANCE OF 533.39 FEET TO THE POINT OF CURVATURE, SAID CURVE BEING A CURVE TO THE LEFT AND HAVING A RADIUS OF 2540.00 FEET; THENCE WEST ALONG SAID CURVE AN ARC LENGTH

OF 147.55 FEET THE WEST LINE OF CENTERPOINT REALTY SERVICES, CORPORATION, THENCE 66 DEGREES 35 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE TANGENT OF SAID CURVE AND ALONG SAID WEST LINE A DISTANCE OF 134.67 FEET TO THE POINT OF BEGINNING;

EXCEPTING THE SOUTH 33 OF THE TRACT AS MEASURED PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, CONTAINING 1.483 ACRES MORE OR LESS) IN COOK COUNTY, ILLINOIS.
PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES, FIFTY MINUTES, 18 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 30, 883.10 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST ALONG A LINE PARALLEL TO AND 883.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, 32.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE CONTINUING NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST, 200.00 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 18 SECONDS WEST, 538.11 FEET; THENCE NORTH 89 DEGREES, 9 MINUTES, 42 SECONDS EAST, 182.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE SOUTH 0 DEGREES, 50 MINUTES, 18 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O", 122.54 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AVENUE "O" SOUTH 89 DEGREES, 9 MINUTES, 52 SECONDS WEST 25.0 FEET; THENCE 421.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,083.48 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 6 DEGREES, 38 MINUTES, 0 SECONDS EAST, 420.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917 EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147 AND EXCEPT THE NORTH 883 FEET THEREOF; ALSO

ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BRANDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE EAST OF 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST FRACTIONAL 1/4 SECTION, EXCEPT THE NORTH 883.0 FEET THEREOF (ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION ; THENCE EAST 952.48 FEET

ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE WEST RIGHT OF WAY LINE OF SOUTH BRADENTON AVENUE; THENCE NORTH ALONG SAID LINE 55.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID LINE 80.00 FEET; THENCE EAST 89 DEGREES 48 MINUTES 44 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 40.00 FEET TO THE CENTER LINE OF SOUTH BRANDON AVENUE; THENCE SOUTH 90 DEGREES 11 MINUTES 16 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS DESCRIBED COURSE AND ALONG SAID CENTERLINE A DISTANCE OF 80.00 FEET; THENCE WEST 89 DEGREES 48 MINUTES 44 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS DESCRIBED COURSE A DISTANCE OF 40.00 FEET LEFT TO THE POINT OF BEGINNING CONTAINING 0.147 ACRES MORE OR LESS); (ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION LINE A DISTANCE OF 992.48 FEET TO THE CENTERLINE OF SOUTH BRANDON AVENUE; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 55.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID CENTERLINE A DISTANCE OF 80.00 FEET; THENCE EAST 89 DEGREES 48 MINUTES 46 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 256.92 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTH, HAVING A RADIUS A 640 FEET, A CENTER ANGLE OF 6 DEGREES 56 MINUTES 17 SECONDS, THENCE EAST ALONG SAID CURVE AN ARC LENGTH OF 77.50 FEET; THENCE NORTHEAST 134 DEGREES 33 MINUTES 05 SECONDS MEASURED TO THE RIGHT FROM THE TANGENT OF THE PREVIOUS CURVE A DISTANCE OF 41.22 FEET; THENCE NORTH 133 DEGREES 17 MINUTES 54 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 1616.21 FEET TO A LINE 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 94 DEGREES 18 MINUTES 35 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID LINE A DISTANCE OF 66.19 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 25 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 1640.01 FEET; THENCE SOUTHEAST 140 DEGREES 25 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 31.39 FEET; THENCE SOUTHEAST 140 DEGREES 27 MINUTES <27 SC MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 413.82 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST 15 DEGREES 17 MINUTES <46 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 303.25 FEET; THENCE NORTHWEST 164 DEGREES 42 MINUTES 14 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 103.92 FEET; THENCE SOUTHWEST 129 DEGREES 33 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 28.54 FEET; THENCE SOUTH 129 DEGREES 33 MINUTES 47 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 11.02 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST 94 DEGREES 25 MINUTES 19 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 66.20 FEET; THENCE NORTH 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 26.62 FEET; THENCE NORTHWEST 135 DEGREES 08 MINUTES 20 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 33.72 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTH, THE TANGENT OF SAID CURVE BEING 137 DEGREES 57 MINUTES 20 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE, HAVING A RADIUS OF 560 FEET, AND A CENTRAL ANGLE OF 7 DEGREES 52 MINUTES 54 SECONDS; THENCE WEST ALONG SAID NON-TANGENT CURVE AN ARC LENGTH OF 77.04 FEET TO A POINT OF TANGENCY; THENCE WEST ALONG SAID TANGENT A DISTANCE OF 256.66 FEET TO THE POINT OF BEGINNING CONTAINING 3.894 ACRES MORE OR LESS) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN CONVEYED BY CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, UNDER A CERTAIN TRUST DEED RECORDED JUNE 30, 1913 IN BOOK 12414 OF RECORD PAGE 127 BY DEED DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT 6798311 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 29, 800 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE DRAWN AT AN ANGLE OF 30 DEGREES FROM SAID WEST LINE OF SECTION 29, A DISTANCE OF 480.56 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 5759.65 FEET A DISTANCE OF 959.07 FEET MORE OR LESS TO POINT OF TANGENCY; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC A DISTANCE OF 66.98 FEET MORE OR LESS TO AN INTERSECTION WITH SAID WEST LINE OF SECTION 29 AND THENCE NORTH ALONG SAID LINE A DISTANCE OF 1413.05 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

(EXCEPT FROM PARCEL 4 THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST AND SOUTHWESTERLY OF THE WEST AND SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH AVENUE "O" AS DEDICATED BY DOCUMENT NUMBER 10690326 IN BOOK 28263 ON PAGES 593 THROUGH 599 AND RECORDED JUNE 25, 1930 AND EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.882 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND SOUTH OF THE NORTH 475 FEET THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL QUARTER AND SAID LINE EXTENDED 832 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147 SAID LINE ALSO BEING THE EAST LINE OF THE WEST 832 FEET OF SAID FRACTIONAL QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG LAST DESCRIBED LINE 1,143.90 FEET; THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST CONTINUING ALONG SAID RIGHT OF WAY 778.83 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAND CONVEYED TO REPUBLIC ENGINEERED STEELS, INC. PER DOCUMENT FILED AS DOCUMENT

NUMBER 3845228 AND RECORDED AS DOCUMENT 89572946; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG LAST DESCRIBED LINE 334.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 475.00 FEET OF SAID FRACTIONAL QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 100.55 FEET; THENCE SOUTH 02 DEGREES 34 MINUTES 55 SECONDS EAST 520.27 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES 35 SECONDS WEST 271.78 FEET; THENCE SOUTH 07 DEGREES 07 MINUTES 34 SECONDS WEST 193.30 FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG LAST DESCRIBED LINE 241.88 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 154.71 FEET; THENCE SOUTH 53 DEGREES 28 MINUTES 31 SECONDS WEST 66.39 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE LAST DESCRIBED LINE 122.24 FEET; THENCE SOUTH 44 DEGREES 41 MINUTES 54 SECONDS WEST 85.00 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 381.80 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, 856.02 FEET TO THE POINT OF BEGINNING (EXCEPT THE WESTERLY MOST 33 FEET DEDICATED FOR STREET BY DOCUMENT 2559612) AND (EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST 33.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 26 MINUTES 52 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 16.86 FEET TO A POINT OF BEGINNING; THENCE NORTHEAST 147 DEGREES 40 MINUTES 47 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 38.27 FEET; THENCE EAST 122 DEGREES 08 MINUTES 00 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 778.50 FEET (SAID COURSE HEREAFTER REFERED TO AS "LINE A") TO THE WEST RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 89 DEGREES 48 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG THE WEST RIGHT OF WAY A DISTANCE OF 80.00 FEET; THENCE WEST 90 DEGREES 11 MINUTES 14 SECONDS AND PARALLEL WITH SAID "LINE A" A DISTANCE OF 768.70 FEET; THENCE NORTHWEST 113 DEGREES 53 MINUTES 04 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 75.30 FEET TO A LINE 33.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 30, THENCE SOUTH 23 DEGREES 41 MINUTES 52 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG SAID EAST PARALLEL LINE A DISTANCE OF 181.26 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IF THE LINES OF THE ORIGINAL GOVERNMENT SURVEY BE EXTENDED SO AS TO EMBRACE AND SQUARE OUT A FULL 1/4 SECTION) WHICH LIES EAST OF THE EAST LINE OF BURLEY AVENUE AND WEST OF THE RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT 2907147 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BURLEY AVENUE AND THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST ALONG THE

NORTH LINE OF SAID SOUTHEAST 1/4, 1,243.72 FEET TO AFORESAID RIGHT OF WAY LINE; THENCE SOUTH 8 DEGREES 19 MINUTES 01 SECOND WEST ALONG SAID RIGHT OF WAY LINE, 603.45 FEET; THENCE NORTH 80 DEGREES 49 MINUTES 48 SECONDS WEST 16.78 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 36 SECONDS WEST 22.74 FEET; THENCE NORTH 33 DEGREES 31 MINUTES 38 SECONDS WEST 241.11 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 12 SECONDS WEST 109.66 FEET; THENCE NORTH 18 DEGREES 13 MINUTES 13 SECONDS WEST 29.78 FEET; THENCE NORTH 64 DEGREES 51 MINUTES 41 SECONDS WEST 23.50 FEET; THENCE SOUTH 87 DEGREES 04 MINUTES 51 SECONDS WEST 86.62 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 15 SECONDS WEST 118.61 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS WEST 180.55 FEET; THENCE SOUTH 87 DEGREES 04 MINUTES 17 SECONDS WEST 136.69 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 29 SECONDS WEST 209.00 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 46 SECONDS WEST 86.64 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS WEST 129.07 FEET TO THE EAST LINE OF SAID BURLEY AVENUE; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE 262.32 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 789.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH QUARTER SECTION LINE A DISTANCE OF 303.25 FEET; THENCE SOUTHEAST 15 DEGREES 17 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 470.01 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEAST, HAVING A RADIUS OF 640 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 39 MINUTES 40 SECONDS; THENCE EAST ALONG SAID CURVE AN ARC LENGTH OF 174.94 FEET TO A POINT OF TANGENCY; THENCE EAST ALONG SAID TANGENT A DISTANCE OF 374.38 FEET TO THE WEST LINE OF A TRACT OWNED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES; THENCE NORTHEAST 98 DEGREES 45 MINUTES 42 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG SAID WEST LINE A DISTANCE OF 80.95 FEET; THENCE WEST 81 DEGREES 14 MINUTES 18 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 386.71 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEAST, HAVING A RADIUS OF 560 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 39 MINUTES 40 SECONDS; THENCE NORTHWEST ALONG SAID CURVE AN ARC LENGTH OF 153.07 FEET TO A POINT OF TANGENCY; THENCE NORTHWEST ALONG SAID TANGENT A DISTANCE OF 177.50 FEET TO A POINT OF BEGINNING CONTAINING 1.594 ACRES MORE OR LESS) ALSO EXCEPTING THEREFROM (THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 1282.97 FEET TO THE POINT BEGINNING; THENCE SOUTH 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 59.08 FEET TO AS POINT OF CURVATURE, SAID CURVE BEING CONCAVE EAST, HAVING A RADIUS OF 333.00 FEET, AND A CENTRAL ANGLE OF 4 DEGREES 20 MINUTES 18 SECONDS; THENCE SOUTH ALONG A CURVE AN ARC LENGTH OF 25.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH ALONG SAID TANGENT A DISTANCE OF 186.39 FEET TO THE SOUTH LINE OF CENTERPOINT REALTY SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NUMBER 00131477 AS RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS; THENCE EAST 89 DEGREES 55 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS DESCRIBED COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 66.00 FEET; THENCE NORTH 90 DEGREES 04 MINUTES 59 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 186.29 FEET TO A POINT OF CURVATURE, SAID CURVE BEING A CURVE CONCAVE EAST, HAVING A RADIUS OF 267.00

FEET, AND A CENTRAL ANGLE OF 4 DEGREES 20 MINUTES 18 SECONDS; THENCE NORTH ALONG SAID CURVE AN ARC LENGTH OF 20.22 FEET TO A POINT OF TANGENCY; THENCE NORTH ALONG SAID TANGENT A DISTANCE OF 64.18 FEET TO SAID NORTH LINE OF SAID QUARTER SECTION; THENCE WEST 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 66.20 FEET TO THE POINT OF BEGINNING CONTAINING 0.410 ACRES MORE OR LESS) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 6 AND 25 THROUGH 34, BOTH INCLUSIVE IN BLOCK 1, ALL IN FORD HEGEWISCH FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION IN SAID SECTION, <RCDD MAY 10, 1923 AS DOCUMENT NUMBER 181956.

EXCEPTING THE FOLLOWING: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 82 DEGREES 59 MINUTES 16 SECONDS EAST 47.83 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 10 SECONDS EAST 43.28 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE 7.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST ALONG SAID SOUTH LINE 90.81 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 25 THROUGH 34, BOTH INCLUSIVE, IN SAID BLOCK 1, EXCEPTING THE FOLLOWING: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 83.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 37 MINUTES 07 SECONDS EAST 2.44 FEET; THENCE NORTH 82 DEGREES 59 MINUTES 16 SECONDS EAST 30.73 FEET TO A POINT ON THE EAST LINE OF SAID LOT 25; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG THE EAST LINE 5.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1 TO 5, BOTH INCLUSIVE, AND LOTS 33 TO 38, BOTH INCLUSIVE, IN BLOCK 4 AND LOT 29 IN BLOCK 3, ALL IN FORD HEGEWISCH FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY AND STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 32 AND 33 IN BLOCK 3 AND LOTS 1 TO 7 AND 25 IN BLOCK 4 IN FORD-HEGEWISCH SECOND

ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 (EXCEPT THE RIGHT OF WAY OF THE CALUMET WESTERN RAILROAD COMPANY) IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Exhibit B

Form of Phase I Note

***Principal of and interest on this Note are payable solely from
Allocated Available Incremental Taxes on deposit in the
Chicago Manufacturing Campus Account, as defined in the
Redevelopment Agreement (defined below)***

REGISTERED
NO. R-1

MAXIMUM AMOUNT
\$5,571,785

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO
TAX INCREMENT ALLOCATION REVENUE NOTE
126TH AND TORRENCE REDEVELOPMENT PROJECT AREA
(CHICAGO MANUFACTURING CAMPUS PROJECT),
TAXABLE SERIES 2004A

Registered Owner: Chicago Manufacturing Campus, LLC, a Delaware limited liability company

Interest Rate: 6.98% per annum

Maturity Date: December 21, 2017

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project in accordance with the ordinance hereinafter referred to up to the Maximum Amount and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance subject to adjustment as provided in the Chicago Manufacturing Campus Redevelopment Agreement dated effective as of March 21, 2003 as amended _____, 2014, by and between Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "Developer") and the City (the "Redevelopment Agreement") from the date of the advance, subject to the terms and conditions of the Redevelopment Agreement. Interest shall be computed on the basis of a 360-day year of twelve

30-day months. Principal of and interest on this Note are payable on February 1 of each year solely from Allocated Available Incremental Taxes on deposit in the Chicago Manufacturing Campus Account established pursuant to the Ordinance hereinafter referred to pursuant to Section 4.03(b) of the Redevelopment Agreement until the earlier of the Maturity Date or until this Note is paid in full. Payments on this Note shall be applied first to accrued but unpaid interest and thereafter to principal. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City, in fully registered form, in the principal amount of advances previously made from time to time by the Developer up to the Maximum Amount for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Developer in connection with the development of an industrial park to support the automobile production operations of The Ford Motor Company located at 130th and Torrence Avenue as further described in the Redevelopment Agreement, in the 126th and Torrence Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on September 4, 2002 as amended on _____, 2014 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to

receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement (including specifically, but without limitation, Section 4 thereof) for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE CHICAGO MANUFACTURING CAMPUS ACCOUNT, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Developer has acquired and constructed the Project and advanced funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of the Maximum Amount shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 2014.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF and Paying Agent:
AUTHENTICATION Comptroller of the

Registrar

City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation Revenue Note,
126th and Torrence Redevelopment Project Area
(Chicago Manufacturing Campus Project),
Taxable Series 200____, of the City of
Chicago, Cook County, Illinois.

Comptroller:

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____

ITS: _____

Exhibit C

Form of Phase II Note

***Principal of and interest on this Note are payable solely from
Allocated Available Incremental Taxes on deposit in the
Chicago Manufacturing Campus Account, as defined in the
Redevelopment Agreement (defined below)***

REGISTERED
NO. R-2

MAXIMUM AMOUNT
\$6,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO
TAX INCREMENT ALLOCATION REVENUE NOTE
126TH AND TORRENCE REDEVELOPMENT PROJECT AREA
(CHICAGO MANUFACTURING CAMPUS PROJECT),
TAXABLE SERIES 2004B

Registered Owner: Chicago Manufacturing Campus, LLC, a Delaware limited liability company

Interest Rate: 6.98% per annum

Maturity Date: December 21, 2017

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project in accordance with the ordinance hereinafter referred to up to the Maximum Amount and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance subject to adjustment as provided in the Chicago Manufacturing Campus Redevelopment Agreement dated effective as of March 21, 2003 as amended _____, 2014, by and between Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "Developer") and the City (the "Redevelopment Agreement") from the date of the advance, subject to the terms and conditions of the Redevelopment Agreement. Interest shall be computed on the basis of a 360-day year of twelve

30-day months. Principal of and interest on this Note are payable on February 1 of each year solely from Allocated Available Incremental Taxes on deposit in the Chicago Manufacturing Campus Account established pursuant to the Ordinance hereinafter referred to pursuant to Section 4.03(b) of the Redevelopment Agreement until the earlier of the Maturity Date or until this Note is paid in full. Payments on this Note shall be applied first to accrued but unpaid interest and thereafter to principal. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City, in fully registered form, in the principal amount of advances previously made from time to time by the Developer up to the Maximum Amount for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Developer in connection with the development of an industrial park to support the automobile production operations of The Ford Motor Company located at 130th and Torrence Avenue as further described in the Redevelopment Agreement, in the 126th and Torrence Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on September 4, 2002 as amended on _____, 2014 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to

receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement (including specifically, but without limitation, Section 4 thereof) for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE CHICAGO MANUFACTURING CAMPUS ACCOUNT, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Developer has acquired and constructed the Project and advanced funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of the Maximum Amount shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 2014.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF and Paying Agent:
AUTHENTICATION Comptroller of the

Registrar

City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation Revenue Note,
126th and Torrence Redevelopment Project Area
(Chicago Manufacturing Campus Project),
Taxable Series 200____, of the City of
Chicago, Cook County, Illinois.

Comptroller:

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____

ITS: _____

Exhibit D

Form of Phase III Note

***Principal of and interest on this Note are payable solely from
Allocated Available Incremental Taxes on deposit in the
Chicago Manufacturing Campus Account, as defined in the
Redevelopment Agreement (defined below)***

REGISTERED
NO. R-3

MAXIMUM AMOUNT
\$3,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO
TAX INCREMENT ALLOCATION REVENUE NOTE
126TH AND TORRENCE REDEVELOPMENT PROJECT AREA
(CHICAGO MANUFACTURING CAMPUS PROJECT),
TAXABLE SERIES 2004C

Registered Owner: Ford Motor Company, a Delaware corporation

Interest Rate: 6.98% per annum

Maturity Date: December 21, 2017

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project in accordance with the ordinance hereinafter referred to up to the Maximum Amount and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance subject to adjustment as provided in the Chicago Manufacturing Campus Redevelopment Agreement dated effective as of March 21, 2003 as amended _____, 2014, by and between Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "Developer") and the City (the "Redevelopment Agreement") from the date of the advance, subject to the terms and conditions of the Redevelopment Agreement. Interest shall be computed on the basis of a 360-day year of twelve

30-day months. Principal of and interest on this Note are payable on February 1 of each year solely from Allocated Available Incremental Taxes on deposit in the Chicago Manufacturing Campus Account established pursuant to the Ordinance hereinafter referred to pursuant to Section 4.03(b) of the Redevelopment Agreement until the earlier of the Maturity Date or until this Note is paid in full. Payments on this Note shall be applied first to accrued but unpaid interest and thereafter to principal. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City, in fully registered form, in the principal amount of advances previously made from time to time by the Developer up to the Maximum Amount for the purpose of paying the costs of certain eligible redevelopment project costs incurred by the Developer in connection with the development of an industrial park to support the automobile production operations of The Ford Motor Company located at 130th and Torrence Avenue as further described in the Redevelopment Agreement, in the 126th and Torrence Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on September 4, 2002 as amended on _____, 2014 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to

receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement (including specifically, but without limitation, Section 4 thereof) for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE CHICAGO MANUFACTURING CAMPUS ACCOUNT, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Developer has acquired and constructed the Project and advanced funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of the Maximum Amount shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 2014.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF and Paying Agent:
AUTHENTICATION Comptroller of the

Registrar

City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation Revenue Note,
126th and Torrence Redevelopment Project Area
(Chicago Manufacturing Campus Project),
Taxable Series 200____, of the City of
Chicago, Cook County, Illinois.

Comptroller:

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____

ITS: _____

**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:

Chicago Manufacturing Campus, 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:

222 S. Riverside Plaza, 26th Floor

Chicago, IL 60606

C. Telephone: 312-537-7000 Fax: 312-537- 9346 Email: jeff.riemer@db.com

D. Name of contact person: Jeff Riemer

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):

Amendment of TIF Redevelopment Agreement for property located at 2924 E. 126th Street, 12525 S. Carondelet Ave., 12359 S. Burley, and 3400 E. 126th Street

G. Which City agency or department is requesting this EDS? Department of Planning and 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 Exhibit A

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
RREEF CMC Holdings, LLC	222 S. Riverside Plaza	100%
	Chicago, IL 60606	

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:

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

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

None

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

None

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):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

^{xx} 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):

(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. N/A

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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.

Chicago Manufacturing Campus, LLC

(Print or type name of Disclosing Party)

By:

(Sign here)

Jeffrey R. Riemer

(Print or type name of person signing)

Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) June 5, 2014,
at Cook County Illinois (state).

Beverly A. Dillon

Notary Public.

Commission expires: 3-3-18.



**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.

EXHIBIT A

CHICAGO MANUFACTURING CAMPUS LLC

SOLE MEMBER/MANAGER: RREEF CMC Holdings LLC
222 SOUTH RIVERSIDE PLZ, SUITE 2600
CHICAGO, IL 60606

OFFICERS

President

VP

W. Todd Henderson

Adolfo J. Diaz

John P. Ehli

Timothy E. Ellsworth

Marc Feliciano

Charles V. George

Connie L. Hardisty

Kevin M. Howley

Joshua Lenhart

Jeffrey R. Riemer

Mark S. Smith

James E. Toney

Anne-Marie Vandenberg

Vice President & Treasurer

Joseph S. Cappelletti

Vice President & Asst. Treasurer

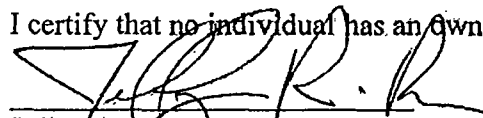
Aimee Samford

Secretary

Portia Guerin

Kimberly M. Band

I certify that no individual has an ownership interest in excess of 7.5 percent.


Jeffrey R. Riemer
Vice President

**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:

RREEF CMC Holdings 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: Chicago Manufacturing Campus, 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:

222 S. Riverside Plaza, 26th Floor

Chicago, IL 60606

C. Telephone: 312-537-7000 **Fax:** 312-537- 9346 **Email:** jeff.riemer@db.com

D. Name of contact person: Jeff Riemer

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):

Amendment of TIF Redevelopment Agreement for property located at 2924 E. 126th Street, 12525 S. Carondolet Ave., 12359 S. Burley, and 3400 E. 126th Street

G. Which City agency or department is requesting this EDS? Department of Planning and 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 Exhibit A

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
RREEF America REIT II Corp. ZZZ	222 S. Riverside Plaza Chicago, IL 60606	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:

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

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

None

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

None

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):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

^{xx} 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):

None

(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. N/A

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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.

RREEF CMC Holdings LLC

(Print or type name of Disclosing Party)

By:

(Sign here)

Jeffrey R. Riemer

(Print or type name of person signing)

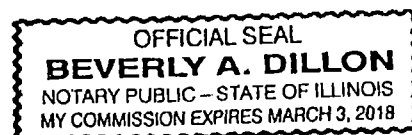
Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) June 5, 2014,
at Cook County, Illinois (state).

Beverly A. Dillon Notary Public.

Commission expires: 3-3-18.



**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.

EXHIBIT A

RREEF CMC HOLDINGS LLC

SOLE MEMBER/MANAGER: RREEF America REIT II Corp. ZZZ
222 SOUTH RIVERSIDE PLZ, SUITE 2600
CHICAGO, IL 60606

OFFICERS

President

VP

W. Todd Henderson

Adolfo J. Diaz

John P. Ehli

Timothy E. Ellsworth

Marc Feliciano

Charles V. George

Connie L. Hardisty

Kevin M. Howley

Joshua Lenhart

Jeffrey R. Riemer

Mark S. Smith

James E. Toney

Anne-Marie Vandenberg

Vice President & Treasurer

Joseph S. Cappelletti

Vice President & Asst. Treasurer

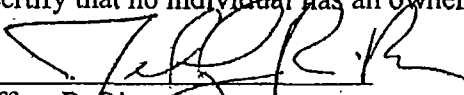
Aimee Samford

Secretary

Portia Guerin

Kimberly M. Band

I certify that no individual has an ownership interest in excess of 7.5 percent.



Jeffrey R. Riemer
Vice President

**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:

RREEF America REIT II Corp. ZZZ

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: Chicago Manufacturing Campus, 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: 222 S. Riverside Plaza, 26th Floor
Chicago, IL 60606

C. Telephone: 312-537-7000 Fax: 312-537- 9346 Email: jeff.riemer@db.com

D. Name of contact person: Jeff Riemer

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):

Amendment of TIF Redevelopment Agreement for property located at 2924 E. 126th Street, 12525 S. Carondelet Ave., 12359 S. Burley, and 3400 E. 126th Street

G. Which City agency or department is requesting this EDS? Department of Planning and 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 checked="" 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:

Maryland

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 Exhibit A

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
RREEF America REIT II, Inc.	222 S. Riverside Plaza	100%
	Chicago, IL 60606	

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:

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

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

None

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

None

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):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

^{xx} 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):

None

(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. N/A

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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.

RREEF, America REIT Corp. ZZZ

(Print or type name of Disclosing Party)

By:

(Sign here)

Jeffrey R. Riemer

(Print or type name of person signing)

Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) June 5, 2014,
at Cook County, Illinois (state).

Beverly A. Dillon

Notary Public.

Commission expires: 3-3-18.



**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.

EXHIBIT A

RREEF AMERICA REIT II CORP. ZZZ

SOLE MEMBER/MANAGER

222 SOUTH RIVERSIDE PLZ, SUITE 2600

CHICAGO, IL 60606

DIRECTOR

W. Todd Henderson

OFFICERS

President

W. Todd Henderson

VP

Adolfo J. Diaz

John P. Ehli

Timothy E. Ellsworth

Marc Feliciano

Charles V. George

Connie L. Hardisty

Kevin M. Howley

Joshua Lenhart

Jeffrey R. Riemer

Mark S. Smith

James E. Toney

Anne-Marie Vandenberg

Vice President & Treasurer

Joseph S. Cappelletti

Vice President & Asst. Treasurer

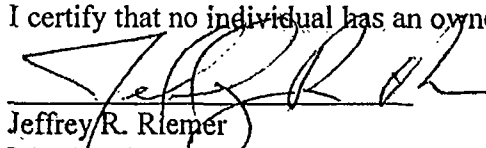
Aimee Samford

Secretary

Portia Guerin

Kimberly M. Band

I certify that no individual has an ownership interest in excess of 7.5 percent.


Jeffrey R. Riemer
Vice President

**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:

RREEF America REIT II, Inc.

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: Chicago Manufacturing Campus, 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:

222 S. Riverside Plaza, 26th Floor

Chicago, IL 60606

C. Telephone: 312-537-7000 Fax: 312-537- 9346 Email: jeff.riemer@db.com

D. Name of contact person: Jeff Riemer

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):

Amendment of TIF Redevelopment Agreement for property located at 2924 E. 126th Street, 12525 S. Carondelet Ave., 12359 S. Burley, and 3400 E. 126th Street

G. Which City agency or department is requesting this EDS? Department of Planning and 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 checked="" 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:

Maryland

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 Exhibit A

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

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

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

None

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

None

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):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

^{xx} 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):

None

(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. N/A

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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.

RREEF America REIT II, Inc.

(Print or type name of Disclosing Party)

By: Joseph S. Cappelletti
(Sign here)

Joseph S. Cappelletti

(Print or type name of person signing)

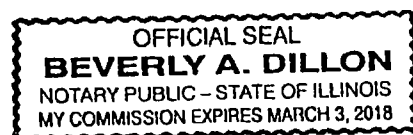
Vice President, Treasurer

(Print or type title of person signing)

Signed and sworn to before me on (date) June 5, 2014
at Cook County, Illinois (state).

Beverly A. Dillon Notary Public.

Commission expires: 3-3-18.



**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.

EXHIBIT A

RREEF AMERICA REIT II, INC.

FEIN: 36-4215573

222 SOUTH RIVERSIDE PLZ, SUITE 2600

CHICAGO, IL 60606

DIRECTORS

Nicholas C. Babson

W. Todd Henderson

Norman R. Bobins

Philip Halpern

Deborah H. McAneny

Blake Eagle

OFFICERS

Kimberly M. Band

Assistant Secretary

Joseph S. Cappelletti

Vice President, Treasurer

James N. Carbone

Vice President

John P. Ehli

Vice President

Timothy E. Ellsworth

Vice President

Marc Feliciano

Vice President

Laura R. Gaylord

Vice President

Charles V. George

Vice President

Portia Guerin

Secretary

Connie Hardisty

Vice President

W. Todd Henderson

President

Kevin M. Howley

Vice President

Joshua Lenhart

Vice President

Aimee C. Samford

Vice President, Assistant Treasurer

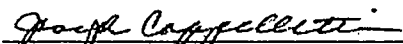
James E. Toney

Vice President

Anne-Marie Vandenberg

Vice President

I certify that no individual has an ownership interest in excess of 7.5 percent.



Joseph S. Cappelletti

Vice President, Treasurer

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:

Ford Motor Company

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: One American Road, Tax Department WHQ Room 612
Dearborn, MI 48126

C. Telephone: (313) 337-2523 Fax: (313) 621-2615 Email: chall58@ford.com

D. Name of contact person: Christopher Hall

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):

Tax Increment Allocation Revenue Note, 126th and Torrence Redevelopment Project Area

(Chicago Manufacturing Campus Project), Series 2004C (Tax Exempt) dated November 8, 2004,

Registered No. R-3 in the maximum principal amount of \$3,000,000.

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

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

Specification # n/a and Contract # n/a

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

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 list.

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
<u>See attached relevant pages of Ford Motor Company "Notice of 2014 Annual Meeting of</u>		
<u>Shareholders and Proxy Statement"</u>		
<hr/>		
<hr/>		
<hr/>		

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:

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):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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):

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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. See attached explanatory statement.

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.

Ford Motor Company
(Print or type name of Disclosing Party)

By: Christopher S. Hall
(Sign here)

Christopher Hall
(Print or type name of person signing)

Manager - Indirect Taxes
(Print or type title of person signing)

Signed and sworn to before me on (date) 06/18/2014,
at Wayne County, Michigan (state).

Darryl L. Natter Notary Public.

Commission expires: 2/19/2019.

**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.

Ford Motor Company	
List of Officers and Directors as of June 9, 2014	
Title	Name
Assistant Secretary	Louis Ghilardi
Assistant Secretary-Dealer Related Matters Only	Brian Horn
Assistant Secretary-Dealer Related Matters Only	Dan Heffernan
Assistant Secretary-Dealer Related Matters Only	Edie Maher
Assistant Tax Officer	Ronald Lang
Assistant Treasurer	Brian Schaaf
Assistant Treasurer	Marlon Harris
Chairman of the Board and Executive Chairman	William Ford, Jr.
Chief Operating Officer	Mark Fields
Chief Tax Officer	Diane Dossin
Director	Edsel Ford II
Director	Ellen Marram
Director	Homer Neal
Director	John Thornton
Director	Kimberly Casiano
Director	Richard Manogian
Director	Stephen Butler
Director	Alan Mulally
Director	Anthony F. Earley, Jr.
Director	Gerald Shaheen
Director	James H. Hance, Jr.
Director	James Hackett
Director	John Lechleiter
Director	Jon M. Huntsman, Jr.
Director	Richard A. Gephardt
Director	William Helman IV
Executive Vice President	James Farley
Executive Vice President	John Fleming
Executive Vice President	Joseph R. Hinrichs
Executive Vice President	Stephen Odell
Executive Vice President and Chief Financial Officer	Robert Shanks
General Counsel	David Leitch
Group Vice President	David Leitch
Group Vice President	Bernard Silverstone
Group Vice President	Moray Callum
Group Vice President	Raj (Sankar S.) Nair
Group Vice President	Bennie Fowler
Group Vice President	David Schoch
Group Vice President	Felicia J. Fields
Group Vice President	Hau Thai-Tang
Group Vice President	Nicholas Smither
Group Vice President	Ray Day
Group Vice President	Ziad Ojakli
President and Chief Executive Officer (CEO)	Alan Mulally
Secretary	Bradley M. Gayton
Vice President	Barbara Samardzich

Vice President	Birgit Behrendt
Vice President	Bruce Hettle
Vice President	Burt Jordan
Vice President	Elena Ford
Vice President	Frederiek Toney
Vice President	Gary Johnson
Vice President	Jeffery Wood
Vice President	John Felice
Vice President	John Lawler
Vice President	Joseph Bakaj
Vice President	Kumar Galhotra
Vice President	Marin Burela
Vice President	Paul Mascarenas
Vice President	Robert Brown
Vice President	Robert Fascetti
Vice President	Roelant de Waard
Vice President	Stephen Biegun
Vice President	Steven Armstrong
Vice President	Trevor Worthington
Vice President	William Dirksen
Vice President and Controller	Stuart Rowley
Vice President and Treasurer	Neil Schloss

Address:

One American Road
Dearborn, MI 48126

Notice of 2014 Annual Meeting of Shareholders and Proxy Statement

Ford Motor Company



Go Further

Thursday, May 8, 2014 at 8:30 a.m., Eastern Time
Hotel du Pont, 11th and Market Streets, Wilmington, Delaware 19801

Corporate Governance

Shareholder Engagement

Ford has a philosophy of engagement, communication, and transparency with shareholders, which includes:

- Meeting with equity and fixed income investors — during 2013, we met with equity investors at fifteen conferences and with fixed income investors at six conferences.
- Allowing shareholders to elect to receive proxy materials electronically and supporting a related environmental preservation program. 3,980 trees have been planted as part of this program. Experts say 3,890 mature trees absorb 1 million pounds of CO₂ annually and produce enough oxygen to support 8,000 humans.
- Continuing our philosophy of promoting greater communications with our institutional shareholders on corporate governance issues.
- Since our 2013 Annual Meeting we met with proxy advisory firms and a number of our largest investors to discuss our corporate governance and executive compensation practices. We found these meetings to be informative and we have incorporated many of their disclosure suggestions into this Proxy Statement.

Beneficial Stock Ownership

Five Percent Beneficial Owners of Common Stock

Pursuant to SEC filings, the Company was notified that as of December 31, 2013, the entities included in the table below had more than a 5% ownership interest of Ford common stock, or owned securities

convertible into more than 5% ownership of Ford common stock, or owned a combination of Ford common stock and securities convertible into Ford common stock that could result in more than 5% ownership of Ford common stock.

Name of Beneficial Owner	Address of Beneficial Owner	Ford Common Stock	Percent of Outstanding Ford Common Stock
State Street Corporation and certain of its affiliates*	State Street Financial Center One Lincoln Street Boston, MA 02111	392,896,976	10.1%
Evercore Trust Company, N.A.	55 East 52 nd Street 36 th Floor New York, NY 10055	227,853,886	5.88%
BlackRock, Inc. and certain of its affiliates	BlackRock, Inc. 40 East 52 nd Street New York, NY 10022	201,300,822	5.2%

- * State Street Bank and Trust Company is the trustee for Ford common stock in the Ford defined contribution plans master trust, which beneficially owns 5.9% of the common stock of Ford. In this capacity, State Street Bank and Trust Company has voting power over the shares in certain circumstances.

Corporate Governance

Five Percent Beneficial Owners of Class B Stock

As of February 1, 2014, the persons included in the table below beneficially owned more than 5% of the outstanding Class B Stock.

Name	Address	Ford Class B Stock	Percent of Outstanding Ford Class B Stock
Lynn F. Alandt	Ford Estates, 2000 Brush, Detroit, MI 48226	6,577,159	9.28
Alfred B. Ford	Ford Estates, 2000 Brush, Detroit, MI 48226	3,633,790	5.13
William Clay Ford*	Ford Estates, 2000 Brush, Detroit, MI 48226	6,439,538	9.09
David M. Hempstead, as trustee of various trusts**	Ford Estates, 2000 Brush, Detroit, MI 48226	9,526,950	13.45
Voting Trust***	Ford Estates, 2000 Brush, Detroit, MI 48226	63,907,135	90.20

* Mr. William Clay Ford passed away on March 8, 2014.

** Mr. Hempstead disclaims beneficial ownership of these shares.

*** These Class B Stock shares are held in a voting trust of which Edsel B. Ford II, William Clay Ford, Jr., Benson Ford, Jr., and Alfred B. Ford are the trustees. The trust is of perpetual duration until terminated by the vote of shares representing over 50% of the participants and requires the trustees to vote the shares as directed by a plurality of the shares in the trust.

Corporate Governance

Director and Executive Officer Beneficial Ownership

The following table shows how much Ford stock each director, nominee, and Named Executive beneficially owned as of February 1, 2014. No director, nominee or executive officer, including Named Executives, beneficially owned more than 0.60% of Ford's total outstanding common stock nor did any such person beneficially own more than 0.01% of Ford common stock units as of February 1, 2014. These persons held options exercisable on or within 60 days after February 1, 2014 to buy 29,839,400 shares of Ford common stock.

Name	Ford Common Stock(1)(2)	Ford Common Stock Units(3)	Ford Class B Stock	Percent of Outstanding Ford Class B Stock
Stephen G. Butler*	6,000	120,605	0	0
Kimberly A. Casiano*	7,044	112,957	0	0
Anthony F. Earley, Jr.*	36,000	50,829	0	0
Mark Fields	3,811,454	7,998	0	0
Edsel B. Ford II*	2,940,966	123,541	5,392,430	7.61
William Clay Ford, Jr.*	8,838,878	46,044	8,247,400	11.64
Richard A. Gephardt*	0	57,850	0	0
James P. Hackett*	350	3,190	0	0
James H. Hance, Jr.*	50,000	38,980	0	0
William W. Helman IV*	20,000	30,151	0	0
Joseph R. Hinrichs	895,937	798	0	0
Jon M. Huntsman, Jr.*	0	24,028	0	0
John C. Lechleiter*	2,500	4,072	0	0
Richard A. Manoogian**	103,496	121,640	0	0
Ellen R. Marram*	20,296	195,670	0	0
Alan Mulally*	23,402,976	0	0	0
Homer A. Neal*	10,588	124,933	0	0
Gerald L. Shaheen*	0	110,882	0	0
Robert L. Shanks	824,341	0	0	0
John L. Thornton*	35,352	233,618	0	0
All Directors and Executive Officers as a group (including Named Executives) (34 persons) beneficially owned 1.279% of Ford common stock or securities convertible into Ford common stock as of February 1, 2014				
	48,641,005	1,416,540	13,639,830	19.25%

* Indicates Director Nominees

** Mr. Manoogian is not standing for re-election at the 2014 Annual Meeting.

- (1) For executive officers, included in the amounts for "All Directors and Executive Officers as a group" are Restricted Stock Units issued under the 2008 Plan as long-term incentive grants in 2013 and prior years for retention and other incentive purposes.

In addition, amounts shown include Restricted Stock Units issued under the 2008 Plan as follows: 1,285,195 units for Mr. Mulally; 58,097 units for Mr. Shanks; 346,820 units for William Clay Ford, Jr.; 278,377 units for Mr. Fields; and 175,944 units for Mr. Hinrichs.



Ford Motor Company
Office of Tax Counsel
(313) 594-3813 Telephone
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WHQ Room 712-A6
One American Road
Dearborn, MI 48126
parbour1@ford.com

**RE: Ford Motor Company Explanatory Statement to
City of Chicago Economic Disclosure Statement and Affidavit**

**Chicago Manufacturing Campus
Tax Increment Allocation Revenue Note, 126th and Torrence Redevelopment Project
Area, Series 2004C (Tax Exempt) dated November 8, 2004, Registered No. R-3 in the
Maximum Principal Amount of \$3,000,000.**

Section VII, Item F.1

Ford Motor Company is aware of sales tax, motor fuel tax, fees, penalties and charges that are disputed by the company. The company is working in good faith to rectify these matters in a timely fashion.