



City of Chicago



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Meeting Date: 2/22/2017

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Lease agreement with Farmer's Best Northlake Building, LLC for use of building space at 4445 N Pulaski Rd by Department of Finance as payment center and by Department of Administrative Hearings as satellite hearing facility

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

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 22, 2017

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Farmer's Best Northlake Building, LLC, as Landlord, for use of approximately 6,965 square feet of building space located at 4445 North Pulaski Road, units S-T-U-W, by the Department of Finance as a payment center and by the Department of Administrative Hearings as a satellite hearing facility; such Lease to be approved by the City Comptroller and the Director of the Department of Administrative Hearings, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered as of the ____ day of _____ 2017, by and between **FARMER'S BEST NORTHLAKE BUILDING, LLC**, an Illinois limited liability company ("Landlord"), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Tenant" or "City"). The Landlord and the Tenant together shall be referred to from time to time as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Landlord is the owner of the real property more commonly known as 4415-51 North Pulaski Road, Chicago, Cook County, Illinois (PINs 13-14-121-007 / -008 / -010 / -013 / -015 / -030 "Albany Square") which is improved with a strip mall containing approximately 30,338 square feet of commercial space and approximately 60 on-site parking spaces; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 6,965 square feet of space within the strip mall and shared access to the parking lot located at Albany Square, and 20 off-site parking spaces for parking by Tenant's employees, to be used as a payment center and satellite administrative hearing facility for the Department of Finance and Department of Administrative Hearings.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 6,965 square feet of ground floor space located in unit S-T-U-W of Albany Square (the "Premises") with shared access, on a first come first served basis, to approximately 60 on-site parking spaces. The address for the Premises is 4445 North Pulaski Road, unit S-T-U-W, Chicago, Cook County, Illinois. The location of the Premises is cross-hatched in black on the drawing attached hereto and made a part hereof as Exhibit A.

Landlord shall also provide 20 off-site parking spaces for non – exclusive use by Tenant's employees who are restricted from parking in the Albany Square on-site parking spaces. The off-site parking spaces are to be located in the CVS parking lot located at 4540 North Pulaski Road, Chicago, Illinois, or at an alternate location that is within 600 feet of Albany Square.

SECTION 2. TERM

The term of this Lease ("Term") shall begin on the Occupancy Commencement Date, as defined in Section 11.5 below, and shall end on June 30, 2027, unless extended as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Base Rent. Tenant shall pay Landlord base rent ("Rent") for the Premises in the amount of:

(a) Thirteen Thousand Three Hundred Forty-Nine and 58/100 Dollars (**\$13,349.58**) per month for the period the Occupancy Commencement Date and ending on June 30, 2018;

(b) Thirteen Thousand Seven Hundred Fifty and 07/100 Dollars (**\$13,750.07**) per month for the period beginning on July 1, 2018 and ending on June 30, 2019;

(c) Fourteen Thousand One Hundred Sixty-Two and 57/100 Dollars (**\$14,162.57**) per month for the period beginning on July 1, 2019 and ending on June 30, 2020;

(d) Fourteen Thousand Five Hundred Eighty-Seven and 45/100 Dollars (**\$14,587.45**) per month for the period beginning on July 1, 2020 and ending on June 30, 2021;

(e) Fifteen Thousand Twenty-Five and 07/100 Dollars (**\$15,025.07**) per month for the period beginning on July 1, 2021 and ending on June 30, 2022;

(f) Fifteen Thousand Four Hundred Seventy-Five and 83/100 Dollars (**\$15,475.83**) per month for the period beginning on July 1, 2022 and ending on June 30, 2023;

(g) Fifteen Thousand Nine Hundred Forty and 10/100 (**\$15,940.10**) per month for the period beginning on July 1, 2023 and ending on June 30, 2024;

(h) Sixteen Thousand Four Hundred Eighteen and 30/100 (**\$16,418.30**) per month for the period beginning on July 1, 2024 and ending on June 30, 2025;

(i) Sixteen Thousand Nine Hundred Ten and 85/100 (**\$16,910.85**) per month for the period beginning on July 1, 2025 and ending on June 30, 2026;

(j) Seventeen Thousand Four Hundred Eighteen and 18/100 (**\$17,418.18**) per month for the period beginning on July 1, 2026 and ending on June 30, 2027.

Rent shall be paid monthly in advance to Landlord on or before the first day of every month at PO Box 101062, Chicago, IL 60610, or at such place and to such payee as Landlord may from time to time designate in writing to Tenant. Landlord acknowledges that Tenant's budget office does not provide funding for rent due on January 1 until the end of January in any given lease year, and Landlord agrees to accept the payment of January 1 rent on or before February 1 without deeming Tenant in default of its covenant to pay rent.

3.2 Taxes and Other Levies. Landlord shall pay when due all real estate taxes, special assessments, water and sewer charges, and other levies assessed against the Premises.

3.3 Utilities. Tenant shall pay when due all charges for electricity, light, gas, heat, power, telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, AND SURRENDER

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that, as of the Occupancy Commencement Date, the Premises are in compliance with all laws, ordinances and regulations of all federal, state and municipal governmental authority which are applicable to the Premises.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty to Maintain Premises and Right of Access. If Landlord shall fail to perform any of Landlord's obligations under this Lease within thirty (30) business days after written notice of such failure is given by Tenant to Landlord unless such obligation cannot be remedied within such thirty (30) business days and Landlord shall have commenced and is diligently pursuing all necessary action to perform such obligation, Tenant is then authorized to perform such obligation which Landlord has failed to perform and Landlord will promptly, and within thirty (30) business days of demand, reimburse Tenant for the reasonable cost thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and performing such obligations, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize to the extent reasonably practicable any interference with Tenant's use of the Premises.

4.4 Use of the Premises. Tenant shall use the Premises as a payment center and satellite administrative hearing facility, or any other suitable municipal use. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants (a) not to do or suffer any waste or damage, (b) to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, (c) not to perform or permit disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof and (d) Tenant will comply with the rules and regulations attached hereto as Exhibit C.

4.5 Alterations and Additions. Tenant shall have the right to make such alterations, additions, and improvements in the Premises at Tenant's cost and expense as Tenant shall deem necessary, provided that any such alterations, additions, and improvements shall be in full compliance with the applicable law and shall not be structural in nature. In addition, Tenant must secure Landlord's prior written consent with respect to said alterations, additions, and improvements prior to performing any of said alterations, additions, and improvements. Landlord shall not unreasonably withhold its consent with respect to said alterations, additions and improvements.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent to any such subletting or assignment.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the insurance coverages and requirements specified below.

The kinds and amounts of insurance required are as follows:

(a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois-covering all Landlord's employees and Employer's Liability coverage with limits of not less than \$100,000 for each accident or illness in connection with work performed by Landlord.

(b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. The City of Chicago is to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from this Lease.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed by Landlord, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage caused by such vehicles.

(d) Property Insurance. Property insurance coverage shall be maintained by the Landlord for full replacement value covering the building in which the Premises is located to protect against loss, damage to or destruction of such building.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Other Terms of Insurance. Within thirty (30) days after receipt of written request from Tenant, the Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, a Certificate of Insurance evidencing the required coverage to be in force on the date of this Lease. The Landlord shall submit evidence on insurance prior to the commencement of the Term. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. Non-conforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease.

The Insurance shall provide that should any of the applicable policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that Landlord shall waive the right of subrogation against the City of Chicago.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the Lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

6.3 Mutual Indemnification. The Parties shall indemnify and hold the other Party harmless against all liabilities, judgment costs, damages, and expenses they may suffer as a result

of third party claims, demands, actions, suits, or judgments resulting from or arising out of a Party's negligent performance of or failure to perform any of its obligations under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises is damaged or destroyed by fire or other casualty or event to such extent that Tenant cannot continue occupancy or conduct its normal business therein, and if such damage or destruction is not repaired by Landlord or Tenant within ninety (90) days after the occurrence of such damage or destruction, then Tenant or Landlord shall have the option within one hundred (100) days after the occurrence of such damage or destruction to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect. If Tenant or Landlord exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. In any event, rent payable by Tenant under this Lease shall abate during the period the Premises are rendered untenable by such damage or destruction in proportion to the number of square feet of floor space in the Premises that are untenable as the result of such fire or other casualty.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest, (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on the date the Term ends and, if Tenant and Landlord are engaged in good faith negotiations for the renewal of this Lease, the base monthly rent shall be payable at 105% of the rate as set forth in Section 3.1(j) of this Lease. In the event that Tenant remains on the Premises beyond the expiration of the Term, and Landlord and Tenant are not engaged in good faith negotiations for the renewal of this Lease, the base monthly rent shall be payable at 125% of the rate as set forth in Section 3.1(j) of this Lease.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle - Suite 300
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Farmer's Best Northlake Building, LLC
23 West North Avenue
Northlake, Illinois 60164

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing signed by the Landlord and Tenant.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Lease. The parties signing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively and that by their signing of this Lease it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination of Lease. Tenant shall have the right to terminate this Lease by providing the Landlord with one hundred eighty days' (180) prior written notice any time after July 1, 2022. If Tenant exercises this termination right, Tenant shall reimburse Landlord one one-hundred-twentieth (1/120th) of Buildout costs, for each month remaining on the term of the lease.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 No Tenant Broker. Tenant warrants to Landlord that no broker or finder (a) introduced Tenant to the Premises, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Tenant shall not make any payments due under this Lease to any broker or other purported Tenant representative.

10.14 Successors and Assigns. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and assigns of said parties, and except to the extent otherwise provided in this Lease, provided, however, that the liability of Landlord hereunder and any successor in interest and title to the Premises shall be limited to his or its interest in the rented property, and no other assets of the Landlord other than his or its interest in the rented property shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease.

10.15 Scope and Interpretation of this Agreement.

A. Landlord, Managing Agent or Landlord's Beneficiary or Beneficiaries Thereof. Wherever in this Lease Landlord is granted a right of consent or approval, a right of inspection, a right to add improvements to Albany Square, a right to designate repairs, maintenance or improvements required to be made by Tenant or changes in any plans submitted by Tenant or any other act which involved the exercise of discretion on the part of the Landlord hereunder, such right or exercise of discretion may be exercised by Landlord, managing agent or Landlord's beneficiary or beneficiaries thereof. Any obligation set forth in this Lease of the Landlord, or any obligation of Tenant which Landlord is given the right to perform on Tenant's behalf, shall be conclusively deemed to have been performed if performed by managing agent or Landlord's beneficiary or beneficiaries thereof. Wherever in this Lease it is acknowledged or stated that Landlord has made no representation or warranties or promises with respect to any matter, such provisions shall be deemed to acknowledge or state that neither Landlord nor managing agent nor Landlord's beneficiary or beneficiaries thereof, nor employee of Landlord has made such representations or warranties or promises.

B. Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereby by Landlord and Tenant. The execution of this Lease by Tenant shall be deemed an offer by Tenant to lease the Premises from Landlord upon the terms and conditions contained in the Lease, which offer may be accepted by Landlord only by the execution of this Lease by Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

C. Constructive Eviction. Any failure by Landlord to perform its obligation under the lease that renders the Premises untenantable shall be considered a constructive eviction upon Tenant vacating the Premises and Tenant shall be relieved of its covenant to pay Rent.

10.16 Lease Not Recordable. Under no circumstances shall this Lease be recorded and if Tenant records this Lease in violation of the terms hereof, in addition to any other remedy available to Landlord upon Tenant's default, Landlord shall have the option to terminate this Lease by recording a notice to such effect.

10.17 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Acceptance by Landlord of less than the entire amount due and owing by Tenant shall not constitute a waiver by Landlord of its rights to further collection.

10.18 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles, .pdf files or scanned copies shall be deemed an original.

10.19 Exhibits and Schedules. All exhibits and schedules attached to this Lease are hereby incorporated by reference.

SECTION 11. BUILDOUT OF PREMISES

11.1 Landlord's Buildout Obligation. Landlord shall build out the Premises to accommodate Tenant's use as further detailed on the floor plan and list of Tenant improvements attached hereto as Exhibit B (the "Buildout"). The Buildout will be in full compliance with all building and construction code requirements of the City of Chicago and other applicable laws, including all local, state, and federal laws.

11.2 Cost of Buildout. Landlord shall pay for the cost of the Buildout without contribution of repayment from Tenant.

11.3 Tenant Buildout Representative. Tenant shall have the right to appoint a representative to oversee, inspect, and reasonably approve the Buildout work.

11.4 Permits and Insurance. All permits, licenses, and necessary insurance required in connection with the Buildout are to be obtained by Landlord. Landlord shall provide the Department of Fleet and Facility Management with copies of all building permits for the Buildout prior to commencement of construction. In addition, Landlord shall provide low voltage permit for installation of telephone and data wiring.

11.5 Buildout Completion. Landlord and Tenant warrant that final completion of the Buildout, is a condition precedent to Tenant's occupancy of the Premises. Landlord and Tenant shall arrange for a final inspection of the Premises upon completion of the Buildout. Upon the final inspection, Tenant shall approve the satisfactory completion of the Buildout by Landlord, such approval not to be unreasonably withheld, and Landlord shall deliver possession of the Premises to Tenant (the "Occupancy Commencement Date"). If Landlord fails to complete the Buildout and deliver possession of the Premises to Tenant on or prior to [DATE], then Tenant shall have the right to terminate this Lease by written notice to Landlord.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF LANDLORD

12.1 Testing and Balancing. Landlord is responsible for testing and balancing all electrical facilities, HVAC systems, and plumbing systems.

12.2 Water Service. Landlord shall provide, at Landlord's sole cost and expense, all plumbing necessary for water services for the Premises.

12.3 Plumbing. Landlord shall maintain plumbing in good operable condition.

12.4 Smoke Detectors. Landlord shall provide and maintain smoke detectors in accordance with applicable Laws. Provided, however, that Landlord shall not be responsible for replacement of smoke detectors vandalized or stolen from the Premises.

12.5 Ballasts. Landlord shall be responsible for replacement of ballasts as needed.

12.6 Engineering Service. Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including all roof, structural components, mechanical components, electrical components, and plumbing fixtures. Engineering service as used herein shall not be construed to mean cleaning, washing, sweeping of any kind, or moving of furniture but shall refer strictly to service for the maintenance of the physical plant and the building shell.

12.7 Air Conditioning. Landlord shall provide air-conditioning equipment to cool the Premises and Tenant shall pay for electricity that is needed to operate the air conditioner. Landlord shall maintain the air-conditioning equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.8 Heat. Landlord shall provide heating equipment to heat the Premises and Tenant shall pay for any electricity or natural gas that is needed to operate the heating equipment. Landlord shall maintain the heating equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

12.9 Fire Extinguishers. Landlord shall provide and maintain any fire extinguishers on the Premises at all times as required by any applicable codes. Landlord will not be responsible for vandalized or stolen fire extinguishers.

12.10 Snow Removal. Landlord shall provide prompt removal of snow and ice and appropriate salting of sidewalk and parking lot which immediately abuts the Premises.

12.11 Window Washing. Landlord shall provide and pay for exterior window washing on a reasonable basis.

12.12 Scavenger/Dumpster Services. Landlord shall provide and pay for scavenger/dumpster services for the Premises.

12.13 Accessibility. Landlord is responsible for ensuring that the Premises complies with all applicable Laws regarding accessibility standards for persons with disabilities or

environmentally limited persons, including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, the Architectural Barriers Act Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards; and the Illinois Environmental Barriers Act, 410 ILCS 25/L et seq, and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Landlord must assure that the Premises comply with the standard providing the greatest accessibility.

12.14 Provision of Off-Site Parking Spaces. Landlord shall provide twenty (20) off-site parking spaces, to be located within at least 600 feet of Albany Square, for non-exclusive use by Tenant's employees.

SECTION 13. ADDITIONAL RESPONSIBILITIES OF TENANT

13.1 Custodial Services. Tenant shall provide and pay for custodial services and shall be responsible for keeping the Premises clean and free of debris.

13.2 Exterminator Service. Tenant shall provide and pay for any exterminator service whenever such services are reasonably necessary.

13.3 Security. Tenant is responsible for properly securing the Premises during the Term.

13.4 Plate Glass. Tenant shall replace any broken or damaged plate glass of the Premises during term of Lease which is not caused by acts or negligence of Landlord.

13.5 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, unless approved as part of an alteration, addition, or improvement under this Lease. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors.

13.6 Surrender of Premises. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the Occupancy Commencement Date, with normal wear and tear taken into consideration.

13.7 Off-Site Parking for Tenant' Employees. Tenant acknowledges that its employees are restricted from parking in the Albany Square on-site parking and that on-site parking is restricted to customers of Tenant and customers of adjacent businesses.

SECTION 14. DISCLOSURES AND REPRESENTATIONS

14.1 Business Relationships. Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and

understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation by Landlord of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

14.2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor, to the best of Landlord's knowledge, any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that to the best of Landlord's knowledge from the later of (a) May 16, 2011, or (b) the date the City approached Landlord, or the date Landlord

approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Lease.

For purposes of this provision:

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

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

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

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

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

14.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its Contractors and its subcontractors regarding the subject matter of this Lease (“Subcontractors”), have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the “Waste Sections”). This section does not limit Landlord’s, its general Contractors’ and its Subcontractors’ duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Landlord’s eligibility for future contract awards.

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

14.6 Cooperation with Office of Inspector General and Legislative Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any

investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and include a provision requiring their compliance with such Chapters 2-55 and 2-56 in any written agreement between Landlord and its Contractors and Subcontractors.

14.7 2014 Hiring Plan Prohibitions.

(i) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan”, as amended (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(iv) In the event of any communication to Landlord by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“OIG Hiring Oversight”), and also to the head of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by OIG Hiring Oversight.

14.8 Economic Disclosure Statement Affidavit Updates. Landlord shall provide Tenant with any material updates to the information submitted in Landlord’s Economic

Disclosure Statement and Affidavit. Tenant may also request such updates from time to time. Tenant reserves the right to withhold rental payments under this Lease in the event Landlord fails to provide such updates.

Section 15. DEFAULT AND REMEDIES FOR DEFAULT

15.1 Tenant Events of Default. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

- (1) Failure of Tenant to pay when due any installment of Rent hereunder or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for thirty (30) business days after such installment is due.
- (2) Tenant's refusal to accept delivery of possession of the Premises, abandonment, vacation or misuse of the Premises by Tenant.
- (3) Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) business days after written notice and demand from Landlord.

15.2 Remedies of Landlord for Default by Tenant. Upon the occurrence of an event of default, Landlord shall have the right, then or at anytime thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

- (1) Landlord by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Rent under this Lease immediately upon written notice to Tenant.
- (2) Landlord may enforce every provision of the Lease in accordance with its terms including, but not limited to enforcement of the payment of Rent provisions by a suit or suits in equity or at law.
- (3) Landlord may exercise its general lien on the leasehold estate.
- (4) Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefor, to reenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding, without being deemed liable of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary judgment or other action as may be provided by law.
- (5) Landlord, irrespective of the date on which its right of reentry shall have accrued or be exercised, shall have the right, whether for rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. This right to terminate is exercisable by a written notice

to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord shall be entitled to and may take immediate possession of the Premises as permitted by law.

If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Rent for the period up to and including such Termination Date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. In the alternative, Landlord shall have the right, at Landlord's option, from time to time, to recover from Tenant, and Tenant shall remain liable for all Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (y) such amounts as Landlord may receive from reletting, if any, after first paying all costs of such reletting, including, without limitation, brokerage commissions and the costs of reasonable repairs, alterations, additions and redecorations, and the expenses of re-entry. The net amounts of rent from any re-letting collected remaining after such expenses shall operate only as an off-setting credit against the amount due hereafter with any excess or residue belonging to Landlord solely. Should the fair market rental value of the Premises after deduction of all anticipated expenses of reletting exceed the Rent provided to be paid by Tenant for the remainder of the Term, Landlord shall not be obligated to pay to Tenant any part of such excess but shall credit Tenant with any such excess against any other sums or damages for which Tenant may be liable to Landlord.

(6) Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees.

(7) Tenant shall reimburse and pay to Landlord all unamortized costs and expenses of Landlord in connection with Landlord's preparation of the Premises for Tenant's occupancy including, but not limited to, the cost of Buildout.

(8) Landlord shall have the right to pursue any and all other rights and remedies available at law and in equity.

(9) Landlord shall use commercially reasonable efforts to mitigate the damages it suffers as a result of Tenant's default under this Lease.

15.3 Non-Waiver of Remedies.

A. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejection, dispossessory, eviction, quiet title, or otherwise, to secure possession of said Premises, nor the reentry by Landlord with the institution of such proceedings, nor the issuance of a writ of possession, nor the reletting or subletting of said Premises, shall operate to relieve Tenant of its obligations to pay Rent and other amounts due hereunder, or operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

B. Acts of maintenance or preservation or efforts to relet the Premises, or the appointment of a receiver upon the initiation of the Landlord to protect the Landlord's interest under this Lease, shall not constitute a termination of the Lease.

C. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any full or partial payments hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord. Following any default by Tenant, Landlord may apply any payment to any Rent then owing, or damages, cost and fees in the manner it chooses in its sole discretion.

D. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

15.4 Defaults by Landlord. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, at its option, terminate this lease immediately and without penalty, or incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

FARMER'S BEST NORTHLAKE BUILDING, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

TENANT:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____

Commissioner

APPROVED: DEPARTMENT OF FINANCE

By: _____

Comptroller

APPROVED: DEPARTMENT OF ADMINISTRATIVE HEARINGS

By: _____

Director

APPROVED AS TO FORM AND LEGALITY:

BY: DEPARTMENT OF LAW

By: _____

Chief Assistant Corporation Counsel, Real Estate Division

EXHIBIT A

The Premises (cross hatched section)

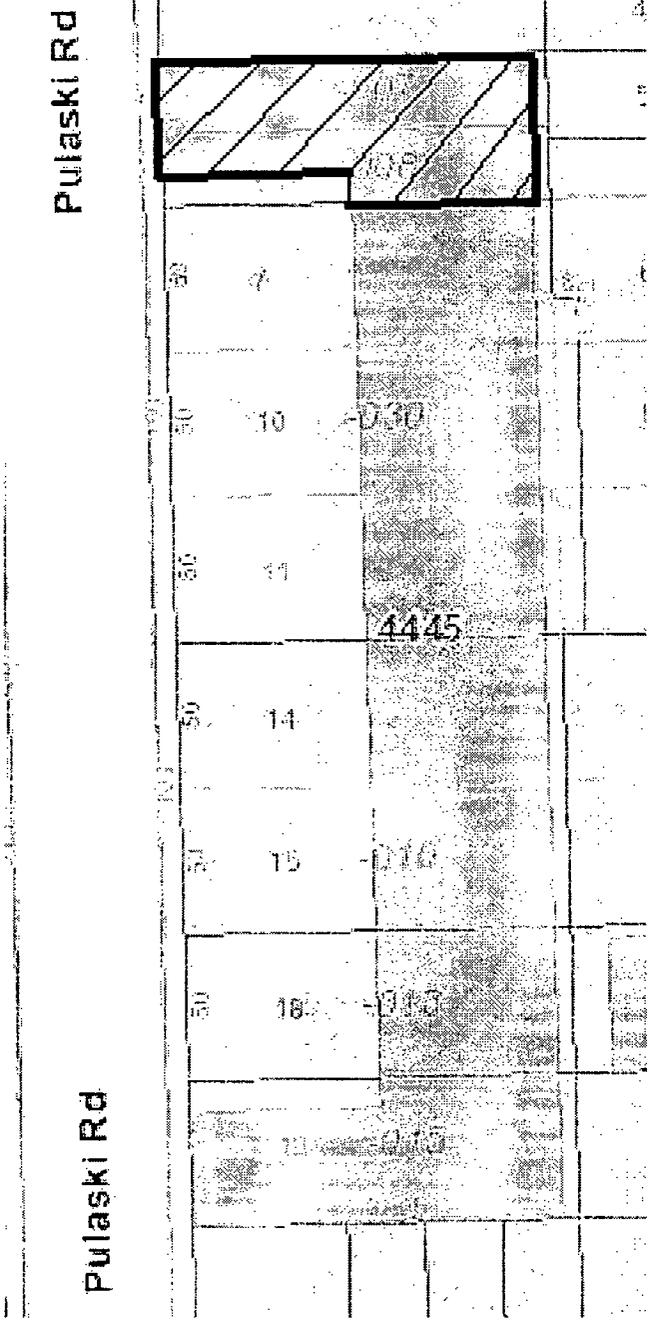


EXHIBIT B

Build Out Plans

[to be attached]

EXHIBIT C

RULES AND REGULATIONS

1. Tenant shall not, without the prior written consent of Landlord (i) paint, decorate or make any changes to the store front of the Premises; (ii) install any exterior lighting, awning or protrusions, signs, advertising matter, decoration or painting visible from the exterior of the Premises or any coverings on exterior windows and doors, excepting only dignified displays of customary type in store windows; or (iii) install any signs or other displays on exterior windows or within six (6) inches of any exterior window line. If Landlord objects in writing to any of the foregoing, Tenant shall immediately discontinue such use.
2. Tenant shall not (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's", "distributor's", "wholesale", "off price", or "warehouse", or similar prices or other than at "retail" prices; (ii) use, or permit to be used, the sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotion activities in cooperation with the management of the Albany Square); (iii) use or permit to be used any sound broadcasting or amplifying device which can be heard outside of the Premises or any flickering or spot lights; or (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.
3. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within Albany Square, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure Albany Square or be a nuisance or menace to other tenants in Albany Square.
4. Tenant shall not obstruct any sidewalks, driveways, passages, exits, entrances, truck ways, loading docks, package pickup stations, pedestrian sidewalk and ramps, first aid and comfort stations, common areas or stairways of Albany Square. No Tenant and no employee or invitee of any Tenant shall go upon the roof of Albany Square unless authorized by Landlord.
5. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors to the Premises.

6. If Tenant requires telegraphic, telephonic, burglar alarm or similar service, it shall first obtain and thereafter comply with Landlord's instructions in their installation.

7. Tenant shall not place a load upon any floor which exceeds the designated load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight.

8. The toilet rooms, toilets, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

9. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in Albany Square or elsewhere.

10. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Tenant any vending machine or video game without Landlord's prior written consent.

11. Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the common areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

12. Tenant shall not use in any space, any hand trucks except those equipped with rubber tires and side guard, or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Albany Square.

13. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of Albany Square.

14. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

15. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

16. Tenant's employees shall park vehicles in designated parking locations on the CVS parking lot designated spaces.

4445 N. Pulaski Rd., units S-T-U-W
Lease No. 14231

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

**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:

Farmer's Best Northlake Building, 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:

Del Rancho Market

6816 W Grand Ave, Chicago, IL 60707

312 617-2087

312 578-5640

nmerks1@yahoo.com

C. Telephone: _____ Fax: _____ Email: _____

Nick Merikas

D. Name of contact person: _____

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):

Lease of property located at 4445 North Pulaski Road to the City of Chicago.

G. Which City agency or department is requesting this EDS? Department of Fleet & Facility Management

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:

Illinois

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
<i>Nick Merikas</i>	<i>Manager</i>
<i>Chris Merikas</i>	<i>Manager</i>

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
Nick Merikas	6550 North Lincolnwood, Illinois	50%
Chris Merikas	901 Locust Wilmette, Illinois	50%

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.
<u>AXIS REALTY</u>	<u>6645 N Oliphant Ave g, Chicago, IL 60631</u>	<u>REALTOR</u>	<u>10,000 Estimate</u>
<u>PENLAND & HARTWELL</u>	<u>1 N LaSalle, 38th Floor, Chicago, IL 60602</u>	<u>Attorney</u>	<u>\$1,000 Estimate</u>

(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.

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 *not applicable*

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:
Applicant owns real estate, Applicant does not employ any employees.

**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:

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes

No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes

No

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

Yes

No

Not Applicable

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

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.