



City of Chicago



O2017-7217

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/11/2017
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Purchase and sale agreement for property at 4301 W Chicago Ave for construction of Public Safety Training Academy
Committee(s) Assignment:	Committee on Housing and Real Estate



H-29

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 11, 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 an ordinance authorizing a purchase of property located at 4301 West Chicago Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the Constitution of the State of Illinois of 1970 ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to ordinances adopted on December 2, 1998, and published in the Journal of Proceedings of the City Council (the "Journal") of such date at pages 86178-86395, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project (the "Plan") for a portion of the City known as the Northwest Industrial Corridor Tax Increment Financing Redevelopment Project Area (the "Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); (ii) designated the Area as a redevelopment project area pursuant to the Act; and (iii) adopted tax increment financing pursuant to the Act as a means of financing certain Area project costs incurred pursuant to the Plan; and

WHEREAS, the Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, the City has determined that it is useful, necessary and desirable to acquire the property located in the Area, and legally described on **Exhibit A** attached hereto and made a part hereof (the "Property"), in order to construct and operate a new state-of-the art Public Service Training Academy to replace existing Chicago Police Department and Chicago Fire Department facilities and to achieve the goals and objectives of the Plan, which include, among other things, improving the quality of life in the City by revitalizing the Area; creating an environment within the Area which will contribute more positively to the health, safety and general welfare of the City; creating new job opportunities within the Area; encouraging visually attractive buildings, rights-of-way and open spaces incorporating sound building and property design standards; and providing necessary public improvements and facilities in proper relationship to the projected demand for such facilities and in accordance with modern design standards for such facilities; and

WHEREAS, the Property is located at 4301 W. Chicago Avenue and consists of approximately 30.4-acres (or 1,324,369 square feet) of vacant, underutilized land; and

WHEREAS, the owners of the Property are BK Chicago Avenue, L.L.C., an Illinois limited liability company, and CHIA LLC, an Illinois limited liability company (each, an "Owner" and together, the "Owners"); and

WHEREAS, each Owner holds a fifty percent (50%) undivided interest in the Property; and

WHEREAS, the Property has been on the market for about six (6) years, and the current asking price is \$13,410,511 (or \$10.13 per square foot); and

WHEREAS, the City obtained an appraisal for the Property dated August 17, 2017, indicating a fair market value of \$9.75 million (or \$7.36 per square foot); and

WHEREAS, the City and the Owners have negotiated a purchase price for the Property in the amount of Nine Million Six Hundred Thousand Six Hundred Twenty-four and no/100 Dollars (\$9,600,624.00) ("Purchase Price") and have negotiated the purchase and sale agreement attached hereto as **Exhibit B** (the "Purchase Contract"); and

WHEREAS, the City, acting by and through its Department of Fleet and Facility Management ("2FM") and its Department of Planning and Development ("DPD"), desires to purchase the Property from the Owner for the Purchase Price; and

WHEREAS, the Owners obtained a separate appraisal for the Property indicating that appraiser's value of the Property (the "Owner Appraised Value"); and

WHEREAS, the Owners intend to make a charitable gift in the amount of the difference between the Purchase Price and the Owner Appraised Value (the "Charitable Contribution Amount"), and the City is willing to facilitate the Owners' (or either Owner's) application for an income tax deduction for a charitable contribution; provided, however, the City makes no representation as to the extent or existence of the Owners' (or either Owner's) right to claim a charitable contribution for a bargain sale to the City, and each Owner will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended; and

WHEREAS, by Resolution No. 17-CDC-20, adopted by the Community Development Commission of the City ("CDC") on September 12, 2017, the CDC recommended the acquisition of the Property; and

WHEREAS, pursuant to Resolution No. 17-055-21 adopted on September 20, 2017, the Chicago Plan Commission approved the City's acquisition of the Property for the construction and operation of a new Public Safety Training Academy; *now, therefore,*

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Property for the public purpose of constructing and operating a new Public Service Training Academy and for purposes of implementing the goals and objectives of the Plan.

SECTION 3. The City's purchase of the Property from the Owners for the Purchase Price, plus closing costs and post-closing adjustments and other amounts due and payable under the Purchase Contract, together with the City's performance of its other obligations and indemnity undertakings under the Purchase Contract, is hereby approved, subject to the terms and conditions set forth in the Purchase Contract in substantially the form attached hereto as **Exhibit B.**

SECTION 4. The Commissioner of 2FM (the "**2FM Commissioner**") or a designee of the 2FM Commissioner, and the Commissioner of DPD (the "**DPD Commissioner**") or a designee of the DPD Commissioner, are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver the Purchase Contract in substantially the form attached hereto as **Exhibit B**, and such other ancillary purchase and sale documents described in such Purchase Contract and such other supporting documents and amendments thereto as may be necessary or appropriate to carry out and comply with the provisions of such Purchase Contract (including documentation relating to either Owner's filing for a charitable contribution income tax deduction) and to consummate the City's purchase of the Property and to accept a deed to the Property, subject to the approval of the Corporation Counsel. The 2FM Commissioner and the DPD Commissioner, and their designees, are further authorized to enter into separate Purchase Contracts with each Owner in substantially the form attached hereto as **Exhibit B**, provided each Purchase Contract shall reflect each individual Owner's interest in the Property and shall contain cross-default and other provisions that may be necessary or appropriate to ensure that the City will have no obligation to purchase a partial interest in the Property.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

THAT PART OF THE NORTHEAST 1/ 4 AND THE NORTHWEST 1/ 4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD (BEING THE WEST LINE OF THE EAST 33.00 FEET OF THE NORTHEAST 1/ 4 OF SECTION 10 AFORESAID) SAID POINT BEING ON A LINE DRAWN 970.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10); THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 0 DEGREES, 14 MINUTES, 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 6 DEGREES, 33 MINUTES, 01 SECONDS EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH 1379.90 FEET OF THE SAID NORTHEAST 1/ 4 OF SECTION 10; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET TO THE INTERSECTION OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT 27109459; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES, 59 MINUTES, 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES, 30 MINUTES, 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES, 25 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046; THENCE NORTH 74 DEGREES, 22 MINUTES, 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, ALONG A LINE DRAWN 1743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTH EAST 1/ 4 OF SECTION 10, A

DISTANCE OF 711.97 FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTHEAST 1/ 4 OF SECTION 10 AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES, 04 MINUTES, 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES, 22 MINUTES, 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES, 11 MINUTES, 06 SECONDS WEST, 135.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST, ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/ 4 AND THE NORTHWEST 1/ 4 OF SECTION 10, A DISTANCE OF 232.80 FEET; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, 150.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST 1/ 4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 2721.08 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST 1/ 4 OF SECTION 10 AFORESAID, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE, 1255.22 FEET TO THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED AS DOCUMENT 20302748; THENCE SOUTH 0 DEGREES, 02 MINUTES, 14 SECONDS EAST, ALONG SAID EAST LINE, 69.47 FEET TO AN ANGLE POINT IN SAID NORTH KILBOURN AVENUE; THENCE SOUTH 55 DEGREES, 36 MINUTES, 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE AFORESAID NORTH KILBOURN AVENUE, 782.245 FEET TO A NORTHEASTERLY CORNER OF NORTH KILBOURN AVENUE (BEING THE NORTH WEST CORNER OF LOT 14 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046); THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 137.55 FEET; THENCE NORTH 34 DEGREES, 21 MINUTES, 47 SECONDS EAST, 42.00 FEET; THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG A LINE DRAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 81.34 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOTS 14 AND 15 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 65 DEGREES, 24 MINUTES, 31 SECONDS EAST, ALONG SAID PARALLEL LINE, 875.26 FEET TO THE POINT OF INTERSECTION WITH A LINE DAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 16 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 74 DEGREES, 22 MINUTES, 11 SECONDS EAST, ALONG SAID PARALLEL

LINE, 605.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS

WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE
DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Address: 4301 West Chicago Avenue, Chicago, Illinois
PIN: 16-10-200-061-0000

EXHIBIT B

PURCHASE AND SALE AGREEMENT

(ATTACHED)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2017 (the “**Effective Date**”), by and among the **CITY OF CHICAGO**, an Illinois municipal corporation (“**City**” or “**Purchaser**”), acting by and through its Department of Planning and Development (“**DPD**”), **BK CHICAGO AVENUE, L.L.C.**, an Illinois limited liability company, and **CHIA LLC**, an Illinois limited liability company (severally and each, a “**Seller**”).

WHEREAS, Seller owns the Property (as defined below); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property pursuant to the terms, conditions and covenants contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to and in accordance with the terms, covenants and conditions contained in this Agreement, Seller agrees to sell, assign, convey, and transfer to Purchaser, and Purchaser agrees to purchase and accept from Seller, the real property legally described in **Exhibit A** attached hereto and made a part hereof, together with all privileges, rights, easements, hereditaments and appurtenances pertaining to such real property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (collectively, the “**Property**”). The Property consists of approximately 30.40 acres of land and is depicted and legally described as Parcels 1 and 2 in that certain ALTA/ACSM Land Title Survey prepared by Spaceco Inc., dated July 9, 2012, as last revised July 6, 2017 (the “**Survey**”).

1.2 **Purchase Price.** The total purchase price for the Property (the “**Purchase Price**”) shall be Nine Million Six Hundred Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$9,600,624.00). Purchaser shall pay the Purchase Price to Seller, subject to any applicable prorations and adjustments as provided herein, through escrow on the Closing Date in cash or by wire transfer of immediately available funds. Purchaser acknowledges that it is the intent of Seller that the positive difference between the fair market value of the Property, as determined by a qualified appraisal prepared prior to the Closing Date, a copy of which shall be provided to Purchaser no later than ten (10) days prior to the Closing Date (the “**Appraisal**”), which Appraisal shall be obtained by Seller at Seller’s expense, and the Purchase Price (such difference, the “**Bargain Sale Contribution**”) shall be treated as a charitable contribution by Seller to City; provided, however, Purchaser makes no representation as to the extent or existence of Seller’s right to claim a charitable contribution for a bargain sale to Purchaser hereunder. Seller will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. In the event that Seller notifies Purchaser that it elects to proceed with a charitable contribution in an amount not to exceed the Bargain Sale Contribution, Purchaser shall, at or prior to Closing, (i) execute and deliver to Seller a Noncash Charitable

Contributions (IRS Form 8283) as provided by Seller (“**IRS Form 8283**”), and (ii) acknowledge and deliver to Seller a copy of any donative intent letter (the “**Donative Letter**”) delivered by Seller to Purchaser, each reflecting the Bargain Sale Contribution.

1.3 **Possession.** Seller shall cause sole and exclusive possession of the Property to be delivered to Purchaser on the Closing Date, subject only to the Permitted Exceptions (defined below).

ARTICLE II **TITLE AND SURVEY**

2.1 **Inspection Period.** During the period beginning upon the Effective Date and ending at 5:00 p.m. (local time at the Property) on the November Expiration Date (as defined herein) (subject to extension as provided below, the “**Inspection Period**”), Purchaser shall have the right to review: (a) the title report on the Property (the “**Title Commitment**”) prepared by Chicago Title Insurance Company (the “**Title Company**”), Order No. 1401 008985187, having an effective date of June 7, 2017, and provided to Purchaser on or prior to the Effective Date; (b) the Survey, a copy of which was provided to Purchaser on or prior to the Effective Date; and (c) such underlying documents referenced in the Title Commitment and other title and survey materials as Purchaser reasonably deems necessary or appropriate. Purchaser hereby acknowledges receipt of the Title Commitment and the Survey. If the City Council of City (the “**City Council**”) does not pass an ordinance authorizing the acquisition of the Property for a police and fire training academy in November 2017, Purchaser shall have the one-time right to extend the Inspection Period to the December Expiration Date (as defined herein) by delivering to Seller written notice of such extension, on or prior to the date that is one (1) day immediately following the last meeting of the City Council in November 2017 and in all events no later than November 30, 2017.

As used herein, the term “**November Expiration Date**” shall mean the date that is fifteen (15) days immediately following the November 2017 meeting of the City Council, or if there is more than one (1) meeting of the City Council in November 2017, then on the date that is fifteen (15) days immediately following the last such meeting in November 2017. As used herein the term “**December Expiration Date**” shall mean the date that is fifteen (15) days immediately following the December 2017 meeting of the City Council, or if there is more than one (1) meeting of the City Council in December 2017, the date that is fifteen (15) days immediately following the last such meeting in December 2017.

2.2 **Title Examination.**

2.2.1 **Objections to Title.** Purchaser shall notify Seller in writing (the “**Title Notice**”) prior to the expiration of the Inspection Period which exceptions to title set forth on the Title Commitment and survey matters set forth on the Survey or other title or survey matters discovered by Purchaser during the Inspection Period, if any, will not be accepted by Purchaser. For the purposes of this Section 2.2.1, the liens and encumbrances set forth on **Schedule A-1** attached hereto (each, an “**Unpermitted Lien**”), shall automatically be deemed objected to without the need for notice from Purchaser to Seller. Notwithstanding

anything to the contrary in this Section 2.2.1, Seller shall cause the Unpermitted Liens set forth on **Schedule A-1** to be released or insured over on or prior to the Closing Date, it being acknowledged that the procurement by Seller of an unconditional commitment for the issuance of the Title Policy (as hereinafter defined) or an endorsement thereto in form and substance reasonably acceptable to Purchaser insuring Purchaser against loss resulting from foreclosure of such Unpermitted Liens shall be deemed a cure by Seller of such Unpermitted Liens so long as such commitment or endorsement is delivered to and reasonably approved by Purchaser in writing and is subsequently issued on the Closing Date as part of the Title Policy. Notwithstanding anything to the contrary contained in this Agreement, in the event that Seller fails to cause the Unpermitted Liens set forth on **Schedule A-1** to be released or insured over on or prior to the Closing Date in the manner set forth above, Purchaser may, but shall not be required to, cause such Unpermitted Liens to be released or insured over and may offset against the Purchase Price the actual cost to Purchaser, as of the Closing Date, of releasing or insuring over such Unpermitted Liens.

If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title or survey matters disclosed in the Title Commitment or the Survey by the expiration of the Inspection Period, Purchaser shall be deemed to have approved the condition of title and survey as set forth on the Title Commitment and Survey, respectively. If Purchaser notifies Seller in writing that Purchaser objects to any exceptions to title or survey matters, Seller shall have thirty (30) days from the receipt of Purchaser's Title Notice (the "**Seller Response Period**") to notify Purchaser in writing that Seller (a) will remove such objectionable exceptions from title or survey matters on or before the Closing or (b) elects not to cause such title exceptions or survey matters to be removed. Seller's failure to deliver written notice to Purchaser in response to the Title Notice within the Seller Response Period shall be deemed to be Seller's election to not cause such title exceptions or survey matters to be removed as provided under (b) above. The procurement by Seller of an unconditional commitment for the issuance of the Title Policy or an endorsement thereto in form and substance reasonably acceptable to Purchaser insuring Purchaser against any title exception or survey matter disapproved pursuant to this Section 2.2 by Purchaser shall be deemed a cure by Seller of such objectionable exception so long as such commitment or endorsement is delivered to and reasonably approved by Purchaser in writing within five (5) business days from the receipt thereof and is subsequently issued on the Closing Date as part of the Title Policy at no cost to Purchaser. If Seller gives Purchaser notice under clause (b) above or is deemed to have elected to not cause such title exceptions or survey matters to be removed by failing to deliver written notice to Purchaser within the Seller Response Period, Purchaser shall have thirty (30) days from the earlier to occur of receipt of Seller's notice or expiration of the Seller Response Period to notify Seller (i) that Purchaser will nevertheless proceed with the purchase and take title to the Property subject to those objectionable title and survey items which Seller has not then committed to remove or (ii) that Purchaser will terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for those obligations of either party that expressly survive the termination of this Agreement pursuant to the other provisions of this Agreement) and each party shall bear its own costs incurred hereunder. If Purchaser shall fail to notify Seller of its election on or before the end of the 30-day period, Purchaser shall

be deemed to have waived its right to terminate this Agreement based on any title or survey objections (excluding Additional Title Matters as defined herein) and to have elected to proceed with the purchase and take title to the Property subject to those objectionable title and survey items that Seller has declined or been deemed to have declined to remove under this Section 2.2.1.

2.2.2 **Pre-Closing Title Defects.** Purchaser may, on or prior to the Closing Date, notify Seller in writing (the “**Additional Title Notice**”) of any exceptions to title first raised by the Title Company, or otherwise discovered, after the expiration of the Inspection Period (although the same may have become encumbrances to title prior to such date) (each, an “**Additional Title Matter**”; collectively, the “**Additional Title Matters**”). Seller shall be obligated to remove from title all such Additional Title Matters which are either (x) recorded liens or mortgages against the Property voluntarily, knowingly and affirmatively granted and caused by Seller; (y) unrecorded liens or mortgages against the Property voluntarily, knowingly and affirmatively granted and caused by Seller (including an unrecorded leasehold interest in the Property granted and executed by Seller) or (z) lien claims against the Property resulting from a breach by Seller of a written contract entered into and executed by Seller (any of [x], [y] or [z] are, hereinafter, referred to as “**Seller Caused Title Matters**”), to the extent that there are sufficient funds available to Seller at Closing to remove such Seller Caused Title Matters. With respect to any other Additional Title Matters, Seller shall notify Purchaser in writing within ten (10) business days after receipt of an Additional Title Notice whether Seller elects to attempt to cure such Additional Title Matters. Seller’s failure to deliver written notice to Purchaser in response to the Additional Title Notice within the ten (10)-business day period shall be deemed to be Seller’s election to not cure such Additional Title Matters. If Seller elects to attempt to cure such Additional Title Matters, Seller shall have until the Closing Date to attempt to remove, satisfy or cure the same (it being acknowledged by Purchaser that the procurement by Seller of an unconditional commitment from the Title Company for the issuance of the Title Policy or an endorsement thereto in form and substance reasonably acceptable to Purchaser insuring Purchaser against an Additional Title Matter shall constitute a cure of such Additional Title Matter so long as such commitment or endorsement is approved by Purchaser in writing and is subsequently issued on the Closing Date as part of the Title Policy at no cost to Purchaser). If Seller elects to not cure or is deemed to have elected to not cure any Additional Title Matters (that is not a Seller Caused Title Matter) specified in Purchaser’s Additional Title Notice, or if Seller is unable to cure the same prior to the Closing Date, Purchaser shall have the following options: (i) to accept a conveyance of the Property subject to such Additional Title Matters that Seller has failed, declined or been deemed to have declined to remove, in which event each such Additional Title Matter shall be deemed an additional Permitted Exception, in the manner and subject to the limitations set forth above, with respect to such Additional Title Matter; or (ii) to terminate this Agreement; provided, however, that if Purchaser fails to elect either (i) or (ii) above within five (5) business days of Seller delivering to or being deemed to have delivered to Purchaser a written notice specifying Seller’s election not to cure, or declaring that Seller is unable to cure, an Additional Title Matter, then Purchaser shall be deemed to have elected to accept a conveyance of the Property subject to such Additional Title Matter. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then

neither party shall have any further rights or obligations hereunder (except for those obligations of either party that expressly survive the termination of this Agreement pursuant to the other provisions of this Agreement) and, each party shall bear its own costs incurred hereunder.

2.2.3 **Issuance of Title Policy.** On the Closing Date, Seller shall cause the Title Company to issue the Title Policy (or a “marked-up” Title Commitment unconditionally committing the Title Company to issue such Title Policy) to Purchaser, including an extended coverage endorsement, but excluding any additional endorsements requested by Purchaser other than pursuant to Purchaser’s rights or Seller’s election under Sections 2.2.1 or 2.2.2 hereof, the procurement of such excluded additional endorsements being the sole responsibility of Purchaser, and Seller shall provide the title clearance documents and materials required by Section 4.2 hereof. The Title Policy shall be in the amount of the Purchase Price and shall insure fee simple title to the Property in Purchaser as of the Closing Date, subject only to the Permitted Exceptions.

ARTICLE III **REVIEW OF PROPERTY**

3.1 **Right of Inspection.** During the Inspection Period, Purchaser shall have the right to make a physical inspection of the Property, including, without limitation, an inspection of the geotechnical and environmental condition thereof, pursuant to the terms and conditions of this Agreement. Seller has previously delivered to Purchaser copies of the documents listed on **Exhibit B** (collectively, the “**Seller’s Materials**”).

(a) Purchaser understands and agrees that any onsite inspections of the Property shall occur at times agreed upon by Seller and Purchaser. Seller reserves the right to have a representative present during any such inspections. If Purchaser desires to do any invasive testing at the Property, Purchaser shall do so only after notifying Seller and obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed and may be subject to reasonable terms and conditions. Upon the request of Seller, Purchaser shall, as soon as practicable, restore the Property to substantially the same condition as existed prior to any such inspections or tests, at Purchaser’s sole cost and expense. Only if requested in writing by Seller, Purchaser will furnish to Seller copies of any final written reports received by Purchaser and issued by third party contractors relating to any inspections of the Property. Purchaser agrees to protect, indemnify, defend and hold Seller harmless from and against any claim for liabilities, losses, costs, expenses (including attorneys’ fees), damages or injuries arising out of or resulting from the inspection of the Property by Purchaser or its agents or consultants, except to the extent such liabilities, losses, costs, expenses, damages or injuries were caused by the gross negligence or willful misconduct of Seller or its agents, employees or contractors, and except that Purchaser shall in no event be required to indemnify, defend or hold Seller harmless for matters that relate to the discovery of a pre-existing environmental or physical condition at the Property, except to the extent exacerbated by the activities or actions of Purchaser. Purchaser shall assure that its contractors maintain liability and property damage insurance in the amount of at least One Million Dollars

(\$1,000,000) in coverage and in form and substance adequate to insure against all liabilities of Purchaser and its agents, employees or contractors arising out of any entry upon or inspection of the Property pursuant to the provisions hereof, and prior to entering onto the Property, Purchaser shall provide Seller with evidence of such insurance coverage naming Seller and Seller's lender, if required, as an additional insured party thereunder.

(b) The Property shall be conveyed to Purchaser in "AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS," and without any warranties of quality, fitness or merchantability. It is expressly understood by the parties that any and all warranties, express or implied, with respect to the Property are hereby waived. Nothing contained in this Section 3.1(b) shall limit any of Seller's representations, warranties or covenants expressly set forth in this Agreement.

(c) The provisions of this Section 3.1 shall survive the Closing or any earlier termination of this Agreement.

3.2 **Right of Termination**. If, prior to the expiration of the Inspection Period, for any reason whatsoever, Purchaser determines, in Purchaser's sole and absolute discretion, that the Property or any aspect thereof is unsuitable for Purchaser's acquisition or that Purchaser, for any reason, does not desire to acquire the Property, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period, and if Purchaser gives such notice of termination within the Inspection Period, this Agreement shall terminate. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for those obligations that expressly survive the termination of this Agreement) and each party shall bear its own costs incurred hereunder. If Purchaser fails to give Seller a notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived its right to terminate under this Section 3.2 and elected to proceed with the purchase of the Property pursuant to the terms hereof.

ARTICLE IV **CLOSING**

4.1 **Time and Place**.

(a) Provided that the conditions to closing set forth in Section 4.6 and Section 4.7 hereof have been satisfied or waived in writing by Purchaser or Seller, as applicable, the consummation of the transaction contemplated hereby (the "**Closing**") shall occur on (i) the forty-fifth (45th) day immediately following the November Expiration Date, or (ii) in the event the Inspection Period expires on the December Expiration Date, the forty-fifth (45th) day immediately following the December Expiration Date, or such earlier date as to which the parties may, in each such party's sole and absolute discretion, agree in writing (the "**Closing Date**"). Notwithstanding the foregoing, in all events the Closing Date shall be no later than January 31, 2018. At or before the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3 hereof, the performance of which obligations shall be concurrent conditions.

(b) The parties shall establish a deed and money escrow with the Title Company, acting as escrowee, through which the transaction contemplated by this Agreement shall be closed. The escrow instructions for the deed and money escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. Said escrow shall be auxiliary to this Agreement and this Agreement shall not be merged into nor in any manner superseded by said escrow. The escrow costs and fees for the escrow described in this Section 4.1(b) shall be equally divided between Purchaser and Seller.

(c) The transaction shall be closed by means of a so-called "New York Style Closing," with the concurrent delivery of the documents of title, transfer of interests, delivery of the Title Policy (or "marked-up" title commitment as described herein) and the delivery of the Purchase Price. Seller shall provide an undertaking in a form reasonably acceptable to the Title Company necessary for the New York Style Closing to occur (the "**Gap Undertaking**"). Seller and Purchaser shall each pay fifty percent (50%) of the charges of the Title Company for such New York Style Closing.

4.2 **Seller's Obligations at Closing.** At Closing, Seller shall:

(a) deliver to Purchaser a certificate, dated as of the Closing Date and executed on behalf of Seller by a duly authorized individual thereof, certifying that the representations and warranties of Seller set forth in this Agreement are then true and correct, as modified in writing to Purchaser, if applicable;

(b) deliver to Purchaser a duly executed special warranty deed (the "**Deed**") in the form attached hereto as **Exhibit D**, conveying the Property, subject only to the Permitted Exceptions;

(c) deliver to Purchaser such evidence as Purchaser may reasonably require as to the authority of Seller to consummate the transaction contemplated by this Agreement and of the person or persons executing documents on behalf of Seller;

(d) deliver to Purchaser a certificate duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;

(e) deliver the Gap Undertaking and such affidavits, ALTA statements (as to extended coverage over standard preprinted exceptions), and other documents as may be customarily and reasonably required by the Title Company for the issuance of the Title Policy, in a form reasonably acceptable to Seller;

(f) execute separate closing statements to reflect the amount due to each Seller that includes the share of prorations specified in Section 4.4 for such Seller (each, a "**Closing Statement**");

(g) execute all required state, county and City transfer tax declarations (the "**Tax Declarations**"); and

(h) deliver such additional documents as may be reasonably required to consummate the transaction contemplated by this Agreement.

4.3 **Purchaser's Obligations at Closing.** At Closing, Purchaser shall:

(a) deliver to Seller such evidence as Seller may reasonably require as to the authority of Purchaser to consummate the transaction contemplated by this Agreement and of the person or persons executing documents on behalf of Purchaser;

(b) deliver such affidavits or other documents as may be customarily and reasonably required by the Title Company for the issuance of the Title Policy, in a form reasonably acceptable to Purchaser;

(c) execute each Closing Statement;

(d) execute the Tax Declarations;

(e) deliver such additional documents as may be reasonably required to consummate the transaction contemplated by this Agreement; and

(f) in the event that Seller has notified Purchaser that it elects to proceed with a charitable contribution in an amount not to exceed the Bargain Sale Contribution, deliver to Seller a receipt for the Bargain Sale Contribution that includes: (i) City's name, the date and location of the contribution, and (ii) a statement that City did not provide any goods or services to Seller in return for the Bargain Sale Contribution, other than any obligations of City to Seller under this Agreement; provided, however, City makes no representation as to the extent or existence of Seller's right to claim a charitable contribution for a bargain sale to City hereunder. Seller will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. Purchaser shall execute and deliver to Seller at or before Closing IRS Form 8283 and the Donative Letter, each reflecting the Bargain Sale Contribution.

4.4 **Credits and Prorations.**

Expenses of the Property shall be apportioned as of 12:01 a.m., on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs.

4.4.1 **Taxes.** Real estate taxes and assessments shall be prorated on the Closing Date on an accrual basis, with Seller providing Purchaser with a cash payment at Closing equal to the amount of the then accrued or assessed real estate taxes which are not yet payable as of the Closing Date. The parties acknowledge that certain of such taxes shall have accrued, but shall not yet be due and payable, as of the Closing Date, and that Seller shall be responsible for all such taxes which have so accrued irrespective of whether the same are then payable. Such proration shall be on the basis of the number of days in the applicable taxing period during which the Property will have been owned by Seller and Purchaser, respectively. If the current tax bill is not available at Closing, then the proration shall be made on the basis of the most recent ascertainable tax bill. Any Closing Date

prorations for taxes and assessments shall be finally adjusted post-Closing upon receipt of the actual tax bills therefor. Any such adjusted prorations shall be made by cash payment by or to Seller and Purchaser, as applicable, within sixty (60) days following receipt of the tax bills. Notwithstanding the foregoing, Seller shall retain the right to protest the payment of such taxes and shall be entitled to receive all refunds or the return of such taxes from the relevant taxing authority.

4.4.2 **Utilities.** Seller acknowledges and agrees that Seller shall be responsible for all utility charges incurred at the Property by Seller before the Closing Date.

4.4.3 **Finality.** The provisions of this Section 4.4 shall survive the Closing (including delivery of the Deed).

4.5 **Transaction Taxes and Closing Costs.**

(a) Seller and Purchaser shall cooperate in executing such returns, questionnaires and other documents as shall be required with regard to all applicable real property transfer taxes imposed by applicable federal, state or local law or ordinance.

(b) Subject to the provisions of Section 10.12 (Attorneys' Fees and Costs) below, Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses: (i) one-half (1/2) of the fees which may be charged by the Title Company in connection with escrow services at Closing; (ii) the fee for the title examination and the Title Commitment and the premium for the Title Policy in the amount equal to the Purchase Price, including an extended coverage endorsement and any endorsements delivered by Seller and accepted by Purchaser under Sections 2.2.1 or 2.2.2 hereof, but excluding all other title costs, which shall be paid by Purchaser as provided in (c), below; (iii) the cost of the Survey excluding any updates required by Purchaser or Purchaser's lender; (iv) the fees for the Broker (as hereinafter defined); (v) the fees for recording the Deed; and (vi) any and all municipal, state and county transfer taxes, sales taxes, documentary stamp taxes or similar taxes which become payable by reason of the transfer of the Property (irrespective of whether or not municipal law requires Seller to pay a portion of such tax), if any, but specifically excluding the Seven and 50/100 Dollars (\$7.50) per One Thousand Dollars (\$1,000) of the Purchase Price which would be payable by Purchaser in the event the sale, transfer or conveyance to Purchaser is not exempt from the "city portion" ("**City Transfer Tax**") of the Chicago Real Property Transfer Tax.

(c) Purchaser shall pay the fees of any counsel representing Purchaser in connection with this transaction. Purchaser shall also pay the following costs and expenses: (i) one-half (1/2) of the fees which may be charged by the Title Company in connection with escrow services at Closing, (ii) the premium for (A) all endorsements to the Title Policy (other than an extended coverage endorsement and any endorsements delivered by Seller and accepted by Purchaser under Sections 2.2.1 or 2.2.2 hereof) and (B) any loan policy to be issued to Purchaser's lender, if any; (iii) the cost of updating or

revising the Survey; (iv) all costs and expenses associated with Purchaser's due diligence investigation; and (v) the City Transfer Tax, if any.

(d) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

4.6 **Conditions Precedent to Obligation of Purchaser.** The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) The Title Company shall have delivered to Purchaser a 2006 ALTA Owner's Title Insurance Policy (or a mark-up of the Title Commitment), pursuant to and consistent with the Title Commitment (the "**Title Policy**"), in the aggregate amount as of the Closing Date of the Purchase Price, insuring fee simple title to the Property in Purchaser subject only to the Permitted Exceptions, together with an extended coverage endorsement and any other endorsements issued pursuant to Section 2.2.1 or 2.2.2 hereof, if applicable.

(b) All of Seller's representations and warranties set forth in this Agreement shall be true and correct, as modified, in all material respects as of the Closing, as if made at and as of such time.

(c) The Property shall be conveyed by Seller to Purchaser at Closing free and clear of all tenancies, use and occupancy agreements, service contracts, and subject only to the following matters which are hereinafter referred to as the "**Permitted Exceptions**":

(i) those matters disclosed on the Title Commitment and the Survey that either are not objected to in writing within the time periods provided herein, or if objected to in writing by Purchaser, are those which Seller has elected not or is deemed to have elected not to remove or cure (and is not obligated to remove or satisfy) under Section 2.2 above, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;

(ii) any matter caused or suffered by or through Purchaser;

(iii) the lien for real property taxes and assessments not then due and payable, subject to the proration and adjustment provisions of this Agreement; and

(iv) local, state and federal laws, ordinances or governmental regulations applicable to the Property, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.

(d) Seller shall have performed and observed in all material respects all covenants and agreements of this Agreement to be performed and observed by Seller as and when required under this Agreement.

Without limitation to any rights of Purchaser under Sections 2.2.1 or 2.2.2 hereof, if any of the conditions to Purchaser's obligations to consummate the transactions contemplated by this Agreement as set forth in this Section 4.6 have not been satisfied within the time periods and in accordance with the terms set forth herein, then Purchaser shall have the right, as its sole recourse therefor, to terminate this Agreement by written notice to Seller delivered on or before the Closing Date, in which event all obligations of the parties hereto shall thereupon cease (except for those which survive the early termination of this Agreement as expressly provided herein) and this Agreement shall thereafter be of no further force and effect, unless such failure of condition constitutes a default on the part of Seller under any other provision of this Agreement, in which case the terms of Section 6.2 shall also apply.

4.7 **Conditions Precedent to Obligation of Seller.** The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(a) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing, as if made at and as of such time; and

(b) Purchaser shall have performed and observed in all material respects all covenants and agreements of this Agreement to be performed and observed by Purchaser as and when required under this Agreement; and

If any of the conditions to Seller's obligations to sell the Property under this Section 4.7 have not been satisfied within the time periods and in accordance with the terms set forth herein, then Seller shall have the right, as its sole recourse, to terminate this Agreement by written notice to Purchaser, in which event all obligations of the parties hereto shall thereupon cease (except for those which survive the early termination of this Agreement as expressly set forth herein) and this Agreement shall thereafter be of no further force and effect, unless such failure of condition constitutes a default on the part of Purchaser under any other provision of this Agreement, in which case the terms of Section 6.1 shall also apply.

ARTICLE V **REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1 **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing Date to the extent not modified by Seller in writing to Purchaser prior to the Closing Date:

(a) The execution, delivery and performance by Seller of this Agreement and all instruments and agreements contemplated hereby will not result in a breach or violation of, or constitute a default under, any agreement, instrument, indenture, law, regulation, ordinance, order or decree to which Seller is a party or by which Seller or the Property is bound.

(b) Seller has been duly organized and existing under the laws of the state of its formation and authorized to do business under the laws of the State of Illinois. Seller has the full right and authority to enter into this Agreement and Seller's closing documents, and such documents are valid and binding obligations of Seller, enforceable in accordance with their terms. The person signing this Agreement on behalf of Seller is authorized to do so.

(c) Seller has good and marketable record title to the Property, subject to no liens, easements, restrictions or other encumbrances other than the Permitted Exceptions.

(d) Seller has received no notice of and has no actual knowledge of any action, litigation, investigation or proceeding of any kind pending or, to the actual knowledge of Seller, threatened against Seller or any portion of the Property, and Seller knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

(e) Seller has received no notice of and has no knowledge that any of the Property or its use or uses are in violation of applicable law or any applicable private restriction applicable to the Property.

(f) Seller has not entered into any contracts, agreements, options, rights of first refusal or understandings with any other entity or person with respect to the sale, transfer, lease, license, occupancy or use of the Property, except for this Agreement and the Permitted Exceptions.

(g) No labor or materials of any kind have been furnished to or for the benefit of the Property for which payment in full has not been made.

(h) The Seller's Materials previously delivered to Purchaser are true, correct and to Seller's knowledge, complete copies of those Seller's Materials in the possession and control of Seller. In no event shall the foregoing representation and warranty be construed as providing any representation or warranty as to the accuracy of the information set forth in the Seller's Materials.

(i) Seller has not granted a right of possession or occupancy with respect to the Property to any person or entity other than the Permitted Exceptions. To Seller's actual knowledge, there are no parties in possession or occupancy of the Property or any part thereof, nor are there any parties who have possessory rights in respect to the Property or any part thereof.

(j) There are no service or maintenance contracts, equipment leases or other contracts regarding any of the Property.

(k) No management, leasing or maintenance personnel or agents employed in connection with the operation of the Property have the right to continue such employment after Closing.

(l) Seller has received no notice of and has no actual knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has Seller agreed or committed to dedicate any of the Property.

(m) Except with respect to any information, reports, written communications or notices contained in any of the Seller's Materials, Seller has not received any other written notice or other written communication from any governmental authority, or any person or entity, regarding (A) the existence of any hazardous material in, on, under, or migrating to or from, the Property, or (B) the actual or potential liability or responsibility of Seller, or any past or present owner or occupant of the Property, under any Environmental Law.

(n) To Seller's knowledge, Seller is not in default concerning any of its obligations or liabilities regarding the Property, which default could result in obligations or liability for the City following the Closing.

(o) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller, nor are any of such proceedings contemplated by Seller.

In the event Purchaser does not approve of any modification to the representations and/or warranties made by Seller in this Section 5.1, which shall be delivered in writing by Seller to Purchaser, Purchaser's sole remedy shall be to terminate this Agreement within ten (10) business days from Purchaser's receipt of such written notice but in no event later than the business day immediately preceding the Closing Date. Purchaser's failure to terminate this Agreement by written notice to Seller as required in the preceding sentence shall be deemed Purchaser's approval of such modification as submitted in writing by Seller to Purchaser.

5.2 **Survival of Seller's Representations and Warranties.** The representations and warranties of Seller set forth in Section 5.1 hereof, as updated as of the Closing in accordance with the terms of this Agreement, shall survive the Closing and delivery of the Deed for a period of one (1) year. Seller will indemnify Purchaser against, and will hold Purchaser harmless from, any expenses or damages, including reasonable attorneys' fees, that Purchaser incurs because of the breach of any of the above representations and warranties. Wherever herein a representation is made based upon the knowledge of Seller, such knowledge is limited to the knowledge of David R. Kahnweiler, Thomas D. Grusecki and Matthew J. Grusecki. Notwithstanding anything to the contrary contained in this Agreement, Seller's aggregate liability for damages after the Closing for a breach of its representations, warranties and covenants, and other post-closing obligations contained in this Agreement shall in no event exceed Two Hundred Thousand Dollars (\$200,000) (the "**Cap**"). The Cap is the maximum liability of Seller to Purchaser under or in connection with this Agreement under any and all circumstances. In no event shall Seller or Purchaser be liable for any consequential or punitive damages. In no event shall any officer, director, stockholder, member or manager of Seller or Purchaser, or any nominee of Purchaser have any personal liability under this Agreement.

5.3 **Covenants of Seller.**

(a) **Representations and Warranties.** Prior to the Closing Date, Seller shall not take any affirmative act that will cause a representation or warranty of Seller under this Agreement which was true on the Effective Date to become and remain untrue as of the Closing Date.

(b) **Operation.** From the Effective Date to the Closing Date, and except as otherwise expressly permitted pursuant to the provisions of this Agreement, Seller shall operate and manage the Property to the same extent and in the same manner as Seller has operated and managed the Property heretofore, provided that during said period, without the prior written consent of Purchaser, Seller shall not do, suffer or permit, or agree to do, any of the following:

(i) enter into any transaction or agreement in respect to or affecting the Property which shall be binding upon Purchaser or the Property from and after Closing; or

(ii) sell, transfer, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise adversely affect Purchaser's interest under this Agreement or in or to the Property or which will impair Seller's full performance of its obligations hereunder.

(c) **Personal Property.** In the event that Seller, at Seller's sole cost and expense, fails to remove or cause the removal of all personal property from the Property on or prior to the Closing Date, such personal property shall be deemed to have been conveyed, transferred and assigned to Purchaser along with the Property.

5.4 **Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing Date:

(a) Purchaser is a municipal corporation and a home rule unit of government.

(b) Purchaser has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Purchaser is authorized to do so.

5.5 **Covenants of Purchaser.** Prior to the Closing Date, Purchaser shall not take any affirmative act that will cause a representation or warranty of Purchaser under this Agreement which was true on the Effective Date to be untrue as of the Closing Date.

5.6 **Survival of Purchaser's Representations and Warranties.** The representations and warranties of Seller set forth in Section 5.4 hereof, as updated as of the Closing in accordance with the terms of this Agreement, shall survive the Closing and delivery of the Deed for a period of one (1) year. Purchaser will indemnify Seller against, and will hold Seller harmless from, any

expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties.

ARTICLE VI **DEFAULT**

6.1 **Default by Purchaser.** If Purchaser shall breach any of its representations or warranties set forth in this Agreement or shall fail to timely perform any of its covenants or other undertakings as set forth in this Agreement, the same shall be deemed a default by Purchaser hereunder. If Purchaser shall fail to cure the same within ten (10) business days after receipt of written notice from Seller, then Seller shall be entitled, as its sole remedies, to either (i) specifically enforce all of Purchaser's and City's covenants and obligations set forth in this Agreement, or (ii) if Seller does not seek specific performance, to terminate this Agreement and sue for damages in an amount not to exceed One Hundred Thousand Dollars (\$100,000). In no event shall Seller be entitled to any actual, special, speculative, consequential, punitive or any other damages as a result of a breach by Purchaser hereunder; provided, however, that in no event shall the provisions of this Section 6.1 be deemed to waive or limit Purchaser's indemnification obligations under Article III hereof. Notwithstanding the foregoing, Purchaser and Seller agree that Seller's specific performance remedy shall include the right to specifically enforce all covenants and other obligations of Purchaser set forth in this Agreement.

6.2 **Default by Seller.** If Seller shall breach any of its representations or warranties set forth in this Agreement or shall fail to timely perform any of its covenants or other undertakings as set forth in this Agreement, then same shall be deemed a default by Seller hereunder. If Seller fails to cure the same, within ten (10) business days after receipt of written notice from Purchaser, then Purchaser shall be entitled, as its sole remedies, to either (i) specifically enforce all of Seller's covenants and obligations set forth in this Agreement; or (ii) if Purchaser does not seek specific performance, to terminate this Agreement and sue for damages in an amount not to exceed One Hundred Thousand Dollars (\$100,000). In no event shall Purchaser be entitled to any actual, special, speculative, consequential, punitive or any other damages as a result of a breach by Seller hereunder. Notwithstanding the foregoing, Purchaser and Seller agree that Purchaser's specific performance remedy shall include the right to specifically enforce all covenants and other obligations of Seller set forth in this Agreement.

ARTICLE VII **RISK OF LOSS**

7.1 **Casualty.** In the event of loss or damage to the Property as a result of any casualty which materially impairs the Property for Purchaser's intended development, in Purchaser's reasonable good faith judgment, then Purchaser shall have the right, to be exercised by written notice to Seller delivered not later than thirty (30) days after the date Purchaser obtains notice of the casualty, to terminate this Agreement. For purposes of this Section 7.1, no loss or damage shall be deemed to "materially impair the Property for Purchaser's intended development" if such loss or damage is equal to or less than Five Hundred Thousand Dollars (\$500,000) in the aggregate. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

7.2 **Condemnation.** In the event of any condemnation or partial condemnation of the Property or any conveyance in lieu thereof, either Seller or Purchaser shall have the right, to be exercised by written notice to the other, delivered not later than thirty (30) days after a party obtains notice of the condemnation or conveyance in lieu thereof, to terminate this Agreement.

ARTICLE VIII
BROKERAGE COMMISSION

8.1 **Brokerage Commission.** Buyer has retained Martin Stern of CBRE (“**Buyer’s Broker**”) as its exclusive agent in connection with the sale of the Property. Seller shall pay to Buyer’s Broker two percent (2%) of the Purchase Price for its commission. Purchaser hereby agrees to indemnify, and hereby agrees to defend and hold harmless, Seller from and against any claims for any such compensation asserted by any person, firm or entity (other than Broker) claiming to have been engaged by Purchaser in connection with the transactions contemplated by this Agreement. Seller has retained Collier’s International (“**Seller’s Broker**”; together with Buyer’s Broker, the “**Broker**”) as its exclusive agent in connection with the sale of the Property. Seller shall pay to Seller’s Broker two percent (2%) of the Purchase Price for its commission. Seller hereby agrees to indemnify, and hereby agrees to defend and hold harmless, Purchaser from and against any claims for any such compensation asserted by any person, firm or entity claiming to have been engaged by Seller in connection with the transactions contemplated by this Agreement.

ARTICLE IX
DISCLAIMERS AND WAIVERS

9.1 **As-Is Sale; Disclaimers.**

(a) Except as expressly provided for in this Agreement, it is understood and agreed that Seller is not making and has not at any time made (i) any warranties or representations of any kind or character, express or implied, with respect to the condition of the Property, or (ii) any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

(b) Except as expressly provided for in this Agreement, Purchaser acknowledges and agrees that, upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in its “as-is, where-is condition, with all faults.” Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, Seller’s Broker or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. The foregoing limitation shall not be construed in derogation of the representations, warranties, covenants and obligations of Seller specifically set forth in this Agreement or any document executed and delivered by Seller pursuant to its obligations under this Agreement.

(c) Purchaser acknowledges that Seller has granted Purchaser, subject to the terms of this Agreement, the right to conduct, prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Purchaser deems necessary or desirable to satisfy itself as to the physical and environmental condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous material on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or any of its agents or employees with respect thereto, other than such representations, warranties, covenants and obligations of Seller specifically set forth in this Agreement or any document executed and delivered by Seller pursuant to its obligations under this Agreement. Upon Closing, subject to Purchaser's rights with respect to breaches by Seller of its covenants, representations and warranties, specifically set forth in this Agreement or any document executed and delivered by Seller pursuant to its obligations under this Agreement, Purchaser shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations. Upon Closing, subject to Purchaser's rights with respect to breaches by Seller of its covenants, representations and warranties, specifically set forth in this Agreement or any document executed and delivered by Seller pursuant to its obligations under this Agreement, Purchaser shall be deemed to have waived, relinquished and released Seller (and its officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller (or its officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent physical or environmental conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.

(d) From and after Closing, subject to Purchaser's rights with respect to breaches by Seller of its covenants, representations and/or warranties specifically set forth in this Agreement or any document executed and delivered by Seller pursuant to its obligations under this Agreement, Purchaser shall, to the maximum extent permitted by law, release Seller, its employees, agents, officers, servants, successors and assigns, from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, damages, punitive damages, losses, costs, liabilities and expenses, including attorneys' fees in any way arising out of or connected with any known or unknown physical or environmental condition of the Property, violations of any applicable laws and all other acts, omissions, events, circumstances or matters first occurring on the Property after the Closing.

9.2 **Survival of Disclaimers.** The provisions of this Article IX shall survive Closing (including delivery of the Deed) or any termination of this Agreement.

ARTICLE X
MISCELLANEOUS

10.1 **Confidentiality**. The certain Confidentiality and Negotiation Agreement, dated as of April 27, 2017, by and between Purchaser and Seller and other parties, attached hereto as **Exhibit C** and incorporated herein (the “**Confidentiality Agreement**”), as of the Effective Date of this Agreement, shall terminate and be of no further force and effect.

10.2 **Notices**. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of electronic transmission, as of the date of the electronic transmission (as evidenced by the sending party’s confirmation sheet of a successful transmission) provided that an original of such electronic transmission is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:	c/o BK Chicago Avenue, L.L.C. 6250 North River Road, Suite 11-100 Rosemont, Illinois 60018 Attention: David R. Kahnweiler E-mail: david.kahnweiler@colliers.com
with a copy to:	Chia LLC 5060 North River Road Schiller Park, Illinois 60176 Attention: Thomas D. Grusecki E-mail: tgrusecki@northernbuilders.com
with a copy to:	The Selig Law Firm, P.C. 150 North Riverside Plaza, Suite 1810 Chicago, Illinois 60606 Attention: Randal J. Selig, Esq. E-mail: rselig@seliglegal.com
If to Purchaser:	City of Chicago Department of Planning and Development 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner E-mail: David.Reifman@cityofchicago.org

with a copy to: City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Lisa Misher
E-mail: Lisa.Misher@cityofchicago.org

10.3 **Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. The Commissioner of DPD shall have the discretion to execute such amendments as may be necessary or appropriate, so long as such amendments do not increase the Purchase Price or obligate Purchaser to guarantee or indemnify Seller for matters not already expressly set forth herein.

10.4 **Entire Agreement.** This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any Confidentiality Agreement.

10.5 **Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

10.6 **E-Mail Signatures.** In order to expedite the transaction contemplated herein, signatures transmitted by e-mail (in PDF format) may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the e-mailed document, are aware that the other party will rely on the e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

10.7 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

10.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Purchaser and Seller agree that the provisions of this Section 10.8 shall survive the Closing (including delivery of the Deed) or any termination of this Agreement.

10.9 **No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall

have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.10 **Captions**. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

10.11 **Construction**. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.12 **Attorneys' Fees and Costs**. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, or in connection with any arbitration or mediation of any dispute, the prevailing party shall be entitled to recover from the other party such sum as the court, arbitrator or mediator may adjudge reasonable as such party's costs and attorney's fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party shall also have the right to recover its reasonable costs and attorney's fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor.

10.13 **Time of the Essence**. Time is of the essence with respect to all obligations of the parties under this Agreement.

10.14 **Severable**. The liability of each Seller under this Agreement is limited to such Seller's fifty percent (50%) undivided interest in the Property. Notwithstanding anything else to the contrary contained herein, neither Seller shall have any joint liability with respect to any liability of the other Seller under this Agreement and Purchaser shall only collect from each Seller fifty percent (50%) of any amount, including, but not limited to, the Cap, to which Purchaser may be entitled under this Agreement.

10.15 **Date of Performance**. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

10.16 **Assignment**. This Agreement may not be assigned by Purchaser without the prior express written consent of Seller.

10.17 **No Recording**. Purchaser shall not, and shall not cause or permit any other person controlled by Purchaser to, record this Agreement or any memorandum or other evidence thereof in any public records, unless a default by Seller has occurred. If Purchaser violates the terms of this Section 10.17 then this Agreement shall be deemed *ipso facto* terminated and Purchaser shall have no further interest in the Property pursuant to this Agreement or otherwise.

10.18 **Exhibits**. All exhibits which are referred to herein and which are attached hereto are expressly made and constitute a part of this Agreement.

10.19 **Like-Kind Exchange**. In the event either Seller elects to utilize this transaction as part of an exchange of like-kind properties under Internal Revenue Code §1031 and the regulations promulgated thereunder, each party agrees, provided there is no additional cost or expense to Purchaser or the other Seller, to provide reasonable and appropriate cooperation in assisting in facilitating such an exchange; provided, however, that nothing contained in this Section 10.19 shall affect any of the parties' responsibilities or otherwise extend any timelines relating to the date of Closing.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:

BK CHICAGO AVENUE, L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: Manager

CHIA LLC.,
an Illinois limited liability company

By: _____
Name: _____
Title: Manager

PURCHASER:

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

SCHEDULE A-1

UNPERMITTED LIENS

1. Liens securing any mortgage evidencing an indebtedness of Seller;
2. Judgment liens against Seller;
3. Liens for taxes and assessments due and payable on or prior to the Closing Date for the Property; and
4. Any mechanics liens filed against the Property or a portion thereof that are based upon materials or labor provided on behalf of Seller.

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF THE NORTHEAST 1/ 4 AND THE NORTHWEST 1/ 4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD (BEING THE WEST LINE OF THE EAST 33.00 FEET OF THE NORTHEAST 1/ 4 OF SECTION 10 AFORESAID) SAID POINT BEING ON A LINE DRAWN 970.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10); THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 0 DEGREES, 14 MINUTES, 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 6 DEGREES, 33 MINUTES, 01 SECONDS EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH 1379.90 FEET OF THE SAID NORTHEAST 1/ 4 OF SECTION 10; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET TO THE INTERSECTION OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT 27109459; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES, 59 MINUTES, 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES, 30 MINUTES, 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES, 25 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046; THENCE NORTH 74 DEGREES, 22 MINUTES, 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, ALONG A LINE DRAWN 1743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTH EAST 1/ 4 OF SECTION 10, A DISTANCE OF 711.97 FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTHEAST 1/ 4 OF SECTION 10 AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT

TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES, 04 MINUTES, 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES, 22 MINUTES, 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES, 11 MINUTES, 06 SECONDS WEST, 135.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST, ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 232.80 FEET; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, 150.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 2721.08 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AFORESAID, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE, 1255.22 FEET TO THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED AS DOCUMENT 20302748; THENCE SOUTH 0 DEGREES, 02 MINUTES, 14 SECONDS EAST, ALONG SAID EAST LINE, 69.47 FEET TO AN ANGLE POINT IN SAID NORTH KILBOURN AVENUE; THENCE SOUTH 55 DEGREES, 36 MINUTES, 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE AFORESAID NORTH KILBOURN AVENUE, 782.245 FEET TO A NORTHEASTERLY CORNER OF NORTH KILBOURN AVENUE (BEING THE NORTH WEST CORNER OF LOT 14 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046); THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 137.55 FEET; THENCE NORTH 34 DEGREES, 21 MINUTES, 47 SECONDS EAST, 42.00 FEET; THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG A LINE DRAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 81.34 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOTS 14 AND 15 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 65 DEGREES, 24 MINUTES, 31 SECONDS EAST, ALONG SAID PARALLEL LINE, 875.26 FEET TO THE POINT OF INTERSECTION WITH A LINE DAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 16 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 74 DEGREES, 22 MINUTES, 11 SECONDS EAST, ALONG SAID PARALLEL LINE, 605.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND

PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Address: 4301 West Chicago Avenue, Chicago, Illinois
PIN: 16-10-200-061-0000

EXHIBIT B

SELLER'S MATERIALS

1. ALTA/ACSM Land Title Survey prepared by Spaceco Inc., dated July 9, 2012, as last revised July 6, 2017
2. Title commitment prepared by Chicago Title Insurance Company, Order No. 1401 00-8985187, having an effective date of June 7, 2017
3. Phase II ESA, prepared by Warzyn Inc., dated August 1991
4. Phase I ESA, prepared by Carlson Environmental, dated May 11, 1998
5. Preliminary Report of Soils Exploration, prepared by Testing Service Corporation, dated April 29, 1998. (Included as Appendix A to the preceding Carlson Phase I ESA)
6. Limited Phase II, prepared by Carlson Environmental, dated October 17, 2007
7. 45 Day Report for LUST #923534, 4401 W. Chicago Street, prepared by Wang Engineering, dated August 23, 1993
8. AAI Phase I Environmental Assessment, prepared by Carlson Environmental, dated July 2, 2010
9. Phase I Addendum, prepared by Carlson Environmental, dated June 25, 1998
10. FOIA Information, prepared by Carlson Environmental, dated April 29, 1998
11. Real estate tax bills of the past three (3) years

EXHIBIT C

CONFIDENTIALITY AGREEMENT

(See attached.)

EXHIBIT D

SPECIAL WARRANTY DEED

This instrument prepared by:

Lisa Misher, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60601

This space reserved for Recorder's use only

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ___ day of _____, 20___, by **BK CHICAGO AVENUE, L.L.C.**, an Illinois limited liability company, and **CHIA LLC**, an Illinois limited liability company (collectively, "Grantor"), having an address of c/o BK Chicago Avenue, L.L.C., 6250 North River Road, Suite 11-100, Rosemont, Illinois 60018, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by these presents does forever **CONVEY AND WARRANT** to the **CITY OF CHICAGO**, an Illinois municipal corporation ("Grantee"), having an address of 121 North LaSalle Street, Suite 1000, Chicago, Illinois 60601, the premises located in the City of Chicago, County of Cook, State of Illinois, as more particularly described on **Exhibit 1** attached hereto and made a part hereof (the "Property").

Together with all and singular hereditaments and appurtenances belonging there, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property, together with the hereditaments and appurtenances as described above, unto Grantee, forever.

And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee and its successors that: (i) as of the date of this Special Warranty Deed, Grantor is the lawful owner of an indefeasible estate in fee simple, in and to the Property, and has good right and full power to convey the Property; and (ii) Grantor warrants to Grantee, its heirs and assigns, the quiet and peaceable possession of the Property, and Grantor will defend the title thereto against all

persons who may lawfully claim by, through or under Grantor, subject only to the matters identified on **Exhibit 2** attached hereto and made a part hereof.

[Signatures appear on the following page.]

EXHIBIT 1

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST 1/ 4 AND THE NORTHWEST 1/ 4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF NORTH PULASKI ROAD (BEING THE WEST LINE OF THE EAST 33.00 FEET OF THE NORTHEAST 1/ 4 OF SECTION 10 AFORESAID) SAID POINT BEING ON A LINE DRAWN 970.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10); THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 0 DEGREES, 14 MINUTES, 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 6 DEGREES, 33 MINUTES, 01 SECONDS EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH 1379.90 FEET OF THE SAID NORTHEAST 1/ 4 OF SECTION 10; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET TO THE INTERSECTION OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT 27109459; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES, 59 MINUTES, 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES, 30 MINUTES, 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES, 25 MINUTES, 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046; THENCE NORTH 74 DEGREES, 22 MINUTES, 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, ALONG A LINE DRAWN 1743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTH EAST 1/ 4 OF SECTION 10, A DISTANCE OF 711.97 FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTHEAST 1/ 4 OF SECTION 10 AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT

TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES, 04 MINUTES, 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES, 22 MINUTES, 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES, 11 MINUTES, 06 SECONDS WEST, 135.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST, ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 232.80 FEET; THENCE NORTH 0 DEGREES, 13 MINUTES, 54 SECONDS EAST, 150.00 FEET ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 2721.08 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AFORESAID, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE NORTH 89 DEGREES, 59 MINUTES, 25 SECONDS WEST ALONG SAID SOUTH LINE, 1255.22 FEET TO THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED AS DOCUMENT 20302748; THENCE SOUTH 0 DEGREES, 02 MINUTES, 14 SECONDS EAST, ALONG SAID EAST LINE, 69.47 FEET TO AN ANGLE POINT IN SAID NORTH KILBOURN AVENUE; THENCE SOUTH 55 DEGREES, 36 MINUTES, 59 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE AFORESAID NORTH KILBOURN AVENUE, 782.245 FEET TO A NORTHEASTERLY CORNER OF NORTH KILBOURN AVENUE (BEING THE NORTH WEST CORNER OF LOT 14 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT 21532046); THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 137.55 FEET; THENCE NORTH 34 DEGREES, 21 MINUTES, 47 SECONDS EAST, 42.00 FEET; THENCE SOUTH 55 DEGREES, 38 MINUTES, 13 SECONDS EAST, ALONG A LINE DRAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 14, A DISTANCE OF 81.34 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOTS 14 AND 15 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 65 DEGREES, 24 MINUTES, 31 SECONDS EAST, ALONG SAID PARALLEL LINE, 875.26 FEET TO THE POINT OF INTERSECTION WITH A LINE DAWN 42.00 FEET NORTH EAST OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 16 IN SAID NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE SOUTH 74 DEGREES, 22 MINUTES, 11 SECONDS EAST, ALONG SAID PARALLEL LINE, 605.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING A LINE DRAWN 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 10), WITH THE EAST LINE OF NORTH KILBOURN AVENUE RECORDED OCTOBER 26, 1967 AS DOCUMENT 20302748; THENCE SOUTH 89 DEGREES, 59 MINUTES, 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE 249.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE 329.67 FEET; THENCE SOUTH 0 DEGREES, 02 MINUTES, 47 SECONDS EAST, 260.00 FEET; THENCE NORTH 64 DEGREES, 40 MINUTES, 37 SECONDS WEST, 364.855 FEET TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND HEREIN DESCRIBED AND ALSO BEING DISTANT 104.00 FEET SOUTH OF SAID POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 02 MINUTES, 47 SECONDS WEST ALONG SAID PARALLEL LINE 104.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property Address: 4301 West Chicago Avenue, Chicago, Illinois
PIN: 16-10-200-061-0000

EXHIBIT 2

PERMITTED EXCEPTIONS

**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:

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

OR

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

B. Business address of the Disclosing Party: 6250 River Rd Suite 1100
Rosemont IL 60018

C. Telephone: 847 698 8201 Fax: 847 698 8401 Email: david.kahnweiler@
colliers.com

D. Name of contact person: David Kahnweiler

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

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

City acquisition of 4301 Chicago Ave.

G. Which City agency or department is requesting this EDS? DPD

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:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership
- Yes No
- Trust
- 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
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
<u>David R. Kahawekler</u>	<u>Manager</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
David R Kahaweika	6250 River Rd Rosemont, IL	40%
William M Fausone	6250 River Rd Rosemont, IL	20%

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

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

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

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

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Colliers International		Broker	\$192,012
Selig Law Firm		Attorney	< \$50,000
Byrnes & Walsh LLC		Appraisers	\$500

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

NONE

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

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

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 MCC Section 2-32-455(b).

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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, as amended, 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, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

Reports not required

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

Yes

No

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

SECTION VII – FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

BK Chicago Ave L.L.C.
(Print or type exact legal name of Disclosing Party)

By: *William M. Fusone*
(Sign here)

William M Fusone
(Print or type name of person signing)

authorized representative
(Print or type title of person signing)

Signed and sworn to before me on (date) 10/9/17,

at Cook County, Illinois (state).

Alissa M. Saccomanno
Notary Public

Commission expires: 5/12/18



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

[] Yes

No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

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

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

**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:

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

OR

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

B. Business address of the Disclosing Party: 5060 River Road
Schiller Park, IL 60176

C. Telephone: (847)678-5060 Fax: (847)678-7670 Email: tkenrich@northernbuilders.com

D. Name of contact person: Thomas R. Kenrich

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

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

4301 Chicago Avenue, Chicago, IL

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Other (please specify)

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

State of 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 Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
Northern Builders, Inc.	Manager
(separate EDS provided)	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Northern Builders, Inc.	5060 River Road, Schiller Park, IL	75%
James P. Grusecki		
Revocable Trust	5060 River Road, Schiller Park, IL	25%

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

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

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

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

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

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

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 MCC Section 2-32-455(b).

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

 None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No Reports not required

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

Yes No

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

The Applicant is a single-purpose LLC with no employees. The Applicant's sole property is located at the subject 4301 West Chicago Avenue, Chicago, IL.

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

Chia LLC
(Print or type exact legal name of Disclosing Party)


By: 
(Sign here)

Thomas R. Kenrich
(Print or type name of person signing)

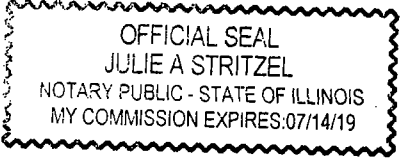
Chief Financial Officer of Northern Builders, Inc., Manager
(Print or type title of person signing)

Signed and sworn to before me on (date) October 9, 2017,

at Cook County, Illinois (state).


Notary Public

Commission expires: 7/14/19



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

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

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

**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:

Northern Builders, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party:

5060 River Road

Schiller Park, IL 60176

C. Telephone: (847)678-5060 Fax: (847)678-7670 Email: tkenrich@northernbuilders.com

D. Name of contact person: Thomas R. Kenrich

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

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

4301 Chicago Avenue, Chicago, IL

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Other (please specify)

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

State of 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
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
<u>(see attached)</u>	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Northern Builders, Inc.	5060 River Road, Schiller Park, IL	75%
James P. Grusecki Revocable Trust	5060 River Road, Schiller Park, IL	25%

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

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

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

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

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 MCC Section 2-32-455(b).

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

 None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

Reports not required

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

Yes

No

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

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

Northern Builders, Inc.
(Print or type exact legal name of Disclosing Party)

By: *TRJ*
(Sign here)

Thomas R. Kenrich
(Print or type name of person signing)

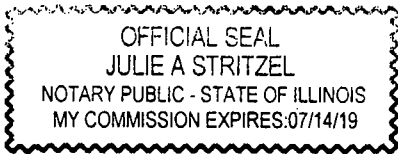
Chief Financial Officer
(Print or type title of person signing)

Signed and sworn to before me on (date) 10/9/17,

at Cook County, Illinois (state).

Julie A Stritzel
Notary Public

Commission expires: 7/14/19



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

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

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

Northern Builders, Inc.

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles:

<u>Name</u>	<u>Title</u>
James P. Grusecki	Chairman & Director
Thomas D. Grusecki	President, CEO & Director
Matthew J. Grusecki	Senior Vice President
Thomas R. Kenrich	Chief Financial Officer
Mark A. Fordon	Vice President of Construction
Brian M. Novak	Vice President
Kenneth L. Nyenhuis	Vice President
Robert D. Tuerk	General Counsel - Secretary
Erle D. Ellis	Director
Paul M. McCarthy	Director
Richard Oberdorf	Director

**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:

James P. Grusecki Revocable Trust

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

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

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

B. Business address of the Disclosing Party:

[Redacted]

C. Telephone: [Redacted] Fax: [Redacted] Email: [Redacted]

D. Name of contact person: James P. Grusecki

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

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

4301 Chicago Avenue, Chicago, IL

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- 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
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
<u>James P. Grusecki</u>	<u>Trustee</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Northern Builders, Inc. James P. Grusecki Revocable Trust	5060 River Road, Schiller Park, IL	75%
	5060 River Road, Schiller Park, IL	25%

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

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

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

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

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:

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

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 MCC Section 2-32-453(b).

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-453(b)) is a predatory lender within the meaning of MCC Chapter 2-32, 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 FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

 None

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

Reports not required

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

Yes

No

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

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

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

CERTIFICATION

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

James P. Grusecki Revocable Trust
(Print or type exact legal name of Disclosing Party)

By: *James P. Grusecki*
(Sign here)

James P. Grusecki
(Print or type name of person signing)

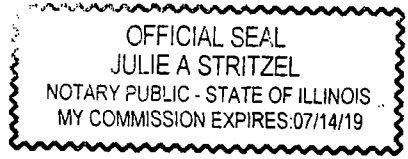
Trustee
(Print or type title of person signing)

Signed and sworn to before me on (date) October 9, 2017,

at Cook County, Illinois (state).

Julie A Stritzel
Notary Public

Commission expires: 7/14/19



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

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

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

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

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