



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #: O2015-2586
Type: Ordinance
Status: Introduced
File created: 4/15/2015
In control: Committee on Zoning, Landmarks and Building Standards
Final action:
Title: Zoning Reclassification Map No. 3-F at 200-214 N Peoria St, 900-924 W Lake St and 201-215 N Sangamon St - App No. 18335
Sponsors: Misc. Transmittal
Indexes: Map No. 3-F
Attachments: 1. O2015-2586.pdf

Date	Ver.	Action By	Action	Result
6/3/2015	1	Committee on Zoning, Landmarks and Building Standards	Held in Committee	Pass
4/15/2015	1	City Council	Referred	

ORDINANCE

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

SECTION 1: That the Chicago Zoning Ordinance be amended by changing all of the C1-2, Neighborhood Commercial District and symbols and indications as shown on Map Number 3-F in the area bounded by:

North Peoria Street; West Lake Street; North Sangamon Street; and a line 100 feet north of and parallel to West Lake Street,

to those of C1-5, Neighborhood Commercial District.

SECTION 2: That the Chicago Zoning Ordinance be amended by changing all of the C1-1, Neighborhood Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

North Peoria Street; a line 100 feet north of and parallel to West Lake Street; North Sangamon Street; and a line 150 feet north of and parallel to West Lake Street,

to those of C1-5, Neighborhood Commercial District.

SECTION 3: That the Chicago Zoning Ordinance be amended by changing all of the C1-5, Neighborhood Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

North Peoria Street; West Lake Street; North Sangamon Street and a line 150 feet north of and parallel to West Lake Street

to those of Planned Development , which is hereby established in the area above

described, subject to such use and bulk regulation as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and due publication.

COMMON ADDRESS OF PROPERTY: 200 - 214 N. Peoria Street; 900 - 924 W. Lake Street; and 201 - 215 N. Sangamon Street
Daniel S. Solis, Chairman Committee on Zoning Room 304, City Hall 121 North LaSalle Street Chicago, Illinois 60602
Martin Cabrera, Jr., Chairman Chicago Plan Commission Room 1000, City Hall 121 North LaSalle Street Chicago, Illinois 60602

Lake Street Lofts, LLC 912 W. Lake Street Chicago, Illinois 60607

200- 214 N. Peoria Street 900 - 924 W. Lake Street 201 - 215 N. Sangamon Street

Application for Rezoning to Planned Development

Dear Chairman Solis and Chairman Cabrera:

The undersigned, Carol D. Stubblefield, an attorney for the Applicant, Lake Street Lofts, LLC, being first duly sworn on oath, deposes and states the following:

That the undersigned certifies that she has complied with the requirements of Section 17-13-0107 of the Chicago Zoning Ordinance of the City of Chicago Municipal Code by sending the attached letter by United States Postal Service First Class Mail to the owners of all property within 250 feet in each direction of the subject property, as determined by the most recent Cook County tax records of Cook County, exclusive of public roads, streets, alleys and other public ways, or a total distance limited to 400 feet; and that the notice contained the common street address of the subject property, a description of the nature, scope and purpose of the application or proposal; the name and address of the Applicant; the date the Applicant intends to file the application to rezone the Property is on April 15, 2015; that the Applicant has made a bona fide effort to determine the addresses of the parties to be notified under Section 17-13-107 and 17-13-0604-B of the Chicago Zoning Ordinance, that the Applicant certifies that the accompanying list of names and addresses of surrounding properties located within 250 feet of the subject property (excluding public roads, streets and alleys), is a complete list containing the names and last known addresses of the owners of the property required to be served, and that the Applicant has furnished, in addition, a list of the persons so served.

Subscribed and sworn to before me

this 8^m day of April, 2015

J* '■' ■ ■ -

C? .1-1: .S':Lu 1

NOTICE OF FILING OF REZONING APPLICATION

April 15,2015

Dear Sir or Madam:

In accordance with the requirements of Section 17-13-0107 of the Municipal Code of the City of Chicago, please be informed that on April 15, 2015, Lake Street Lofts, LLC (the "Applicant") will file an application for rezoning (the "Application"). The Applicant proposes to construct a residential building on the property commonly known as 200-214 N. Peoria Street, 900 - 924 W. Lake Street, and 201 - 215 N. Sangamon Street (the "Property").

The proposed rezoning application will request City of Chicago approval to rezone the Property from C1 -1, Neighborhood Commercial District and C1-2, Neighborhood Commercial District to C1-5, Neighborhood Commercial District and then to a Planned Development for the purpose of constructing a new residential building with 81 dwelling units, 65 parking spaces and approximately 2,415 square feet of commercial retail space on the Property (the "Project").

The Property is currently improved with an existing 6 story building which has 89 residential dwelling units above grade, commercial space on the ground floor, a surface parking lot and below grade parking. Once the Project is complete, there will be 170 dwelling units, 65 parking spaces and 18,165 square feet of commercial space.

Lake Street Lofts, LLC with offices at 912 West Lake Street, Chicago, Illinois 60607 owns the Property. Contact person for the Applicant is: Marc Koronkiewicz 912 West Lake Street, Chicago, Illinois 60607, phone number (312) 226-4583.

Questions regarding the proposed Project or the Application may be addressed to Carol D. Stubblefield at Neal & Leroy, LLC 120 North LaSalle Street, Suite 2600, Chicago, Illinois 60602 (312) 641-7144.

PLEASE NOTE: THE APPLICANT IS NOT SEEKING TO REZONE YOUR PROPERTY. THE APPLICANT IS SEEKING TO REZONE THE PROPERTY REFERENCED HEREIN FOR THE CONSTRUCTION OF A NEW RESIDENTIAL BUILDING WITH COMMERCIAL RETAIL SPACE. THIS NOTICE IS BEING SENT TO YOU BECAUSE YOU OWN PROPERTY WITHIN 250 FEET OF THE BOUNDARIES OF THE PROPERTY.

Very truly yours,

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as Planned Development No. ("Planned Development") consists of approximately 37,910 square feet of net site area which is depicted on the attached Planned Development Boundary Map and Property Line Boundary Maps (the "Property" and is owned or controlled by Lake Street Lofts, LLC (herein referred to as the "Applicant"). All required disclosures are contained within the economic disclosure statements filed with the City of Chicago in accordance with the applicable requirements.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights' granted hereunder to the Applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assign or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans, and subject to review and approval by the Department of Business Affairs and Consumer Protection.

Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

4. This Plan of Development consists of fifteen (15) Statements: a Bulk Regulations Table; the following plans pertaining to the Applicant's proposed project (the "Project")

APPLICANT: Lake Street Lofts, LLC

ADDRESS: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street DATE

INTRODUCED: April 15, 2015

4. This Plan of Development consists of fifteen (15) Statements: a Bulk Regulations Table; the following plans pertaining to the Applicant's proposed project (the "Project") prepared by Fitzgerald Associates Architects dated April 8, 2015: Existing Land Use Area Map, Sub-Area Map, Property Line/ Planned Development Boundary Map, Existing Zoning and Street System Map, Landscape Plan, Site Plan, and

Building Elevations (North, South, East, and West). Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.

5. The following uses shall be permitted on the Property: Residential, Commercial, Retail, and all other C1-5, Neighborhood Commercial District uses and such other related uses.
6. On-Premise signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-Premise signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations established by the Federal Aviation Administration.
8. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 37,910 square feet.
9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

APPLICANT: Lake Street Lofts, LLC

ADDRESS: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
DATE INTRODUCED: April 15, 2015

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
12. The terms and conditions of development under this the Planned Development ordinance may be modified administratively, pursuant to section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project

in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. At the time of a hearing before the Chicago Plan Commission, all developments must be in substantial compliance with the current City of Chicago Sustainable Development Policy set forth by the Department of Planning and Development. The Applicant agrees to a minimum of "LEED" (Leadership in Energy and Environmental Design) basic certification. Copies of these standards may be obtained from DPD.
15. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Unless substantial construction of the proposed improvements as contemplated in this Planned Development has commenced within six (6) years following the adoption of this Planned Development, and is diligently pursued, then this Planned Development shall expire. If this Planned Development expires under the provision of this section, then the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the property to C1-5, Neighborhood Commercial District.

APPLICANT: Lake Street Lofts, LLC

ADDRESS: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street

DATE INTRODUCED: April 15, 2015

PLANNED DEVELOPMENT BULK REGULATIONS AND DATA TABLE

Site Area

Gross Site Area: 60,600 sq. ft. Public Right-of-Way: 22,690 sq.

ft. Net Site Area: 37,910 sq. ft.

Maximum Height

In accordance with Site Plan (as measured by Chicago Zoning Ordinance)

Floor Area Ratio & Buildable Area Overall Maximum FAR: 5

Overall Maximum Buildable Area: 189,550 sq. ft. (37,910 sq. ft. net site area x 5 Setbacks)

In accordance with Site Plan Bicycle Spaces:

Minimum: Per Chicago Zoning Ordinance

Parking Spaces:

Minimum: Per Chicago Zoning Ordinance

Loading Spaces:

Minimum: Per Chicago Zoning Ordinance

APPLICANT: Lake Street Lofts, LLC

ADDRESS: 200 - 214 N. Peoria Street; 900 - 924 W. Lake Street; and 201 - 215 Sangamon Street

DATE INTRODUCED: April 15, 2015

Planned No. Area Map	Existing	Development Land Use
----------------------------	----------	----------------------------

MERCANTILE ■ 3 STORYS

MERCANTILE - 2 STORYS

COMMERCIAL 2 STORYS

MIXED USE - 3 STORYS COMMERCIAL/RESIDENTIAL

MIXED USE - 4 STORYS COMMERCIAL/RESIDENTIAL

PROPOSED 10 STORYS MIXED USE BUILDING

COMMERCIAL 3 STORYS COMMERCIAL 2 STORYS

COMMERCIAL 2 STORYS COMMERCIAL 2 STORYS

COMMERCIAL 2 STORYS COMMERCIAL 3 STORYS

COMMERCIAL 2 STORYS

COMMERCIAL 3 STORYS

!] ■
O-
r

m Q)
CO -#

4Sj
Market,
n

-Z
COMMERCIAL 4 STORYS

T

COMMERCIAL 2 STORYS

MERCANTILE - 2-3 STORYS

MERCANTILE ■ 3 STORYS

MERCANTILE 2 STORYS

MIXED USE - 3 STORYS RESIDENTIAL/COMMERCIAL

EXISTING - 6 STORY MIXED USE
RESIDENTIAL/COMMERCIAL
BUILDING

COMMERCIAL 6 STORYS

MERCANTILE 1 STORY COMMERCIAL 2 STORYS

MERCANTILE 1-2 STORYS

MERCANTILE 1-2 STORYS

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15, 2015
Revised: PD-01

Planned Development No. Area Map

2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING

CTA TRACKS OVER

2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
3 STORY EXISTING BUILDING

GROSS SITE AREA: 60,600 SF
NET SITE AREA: 37,910 SF

0' 15' 30' 60' Vj^/

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15, 2015_{no}
Revised: rU"U^

Planned Development No. Property Line / PD Boundary Map

CTA TRACKS OVER

2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
3 STORY EXISTING BUILDING

GROSS SITE AREA: 60,600 SF
NET SITE AREA: 37,910 SF



0' 15' 30' 60' Vj^/

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15, 2015_{_. o}
Revised: rU-Uo

Planned Development No. Existing Zoning and Street System Map

INDICATES AREA OF PLANNED DEVELOPMENT

Applicant: Address: Date: Revised:

Lake Street Lofts LLC A⁰p⁴i⁵2^N015^eOria Stree,; 90°_924 W¹ L3ke Stre6t; and 201_215 N_ Sa^{ng}amon Street

Planned Development No. Generalized Site Plan

2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING

CO
Z O

<

<
CO

1 STORY EXISTING BUILDING

3 STORY EXISTING BUILDING

<
CK O LU Q.
Z

Id.

2? *..36

EXISTING BUILDING

0.

ss 1/

149' -0 3/4-
2- W LAKE ST

CTA TRACKS OVER

2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
2 STORY EXISTING BUILDING
3 STORY EXISTING BUILDING

0' 15' 30' 60' VL^

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15, 2015 r_-
Revised: KU-UO

Planned Development No. Ground Floor & Landscape Plan

W LAKE ST

0' 10' 20' 40' V_L/

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15, 2015
Revised: PD-UO

Planned Development No. Link and Roof Deck

ADDITION: 8,705sfGFA

PROPERTY LINE

CO
Z O

<

<
CO

CO
<
O LU Q.

W LAKE ST

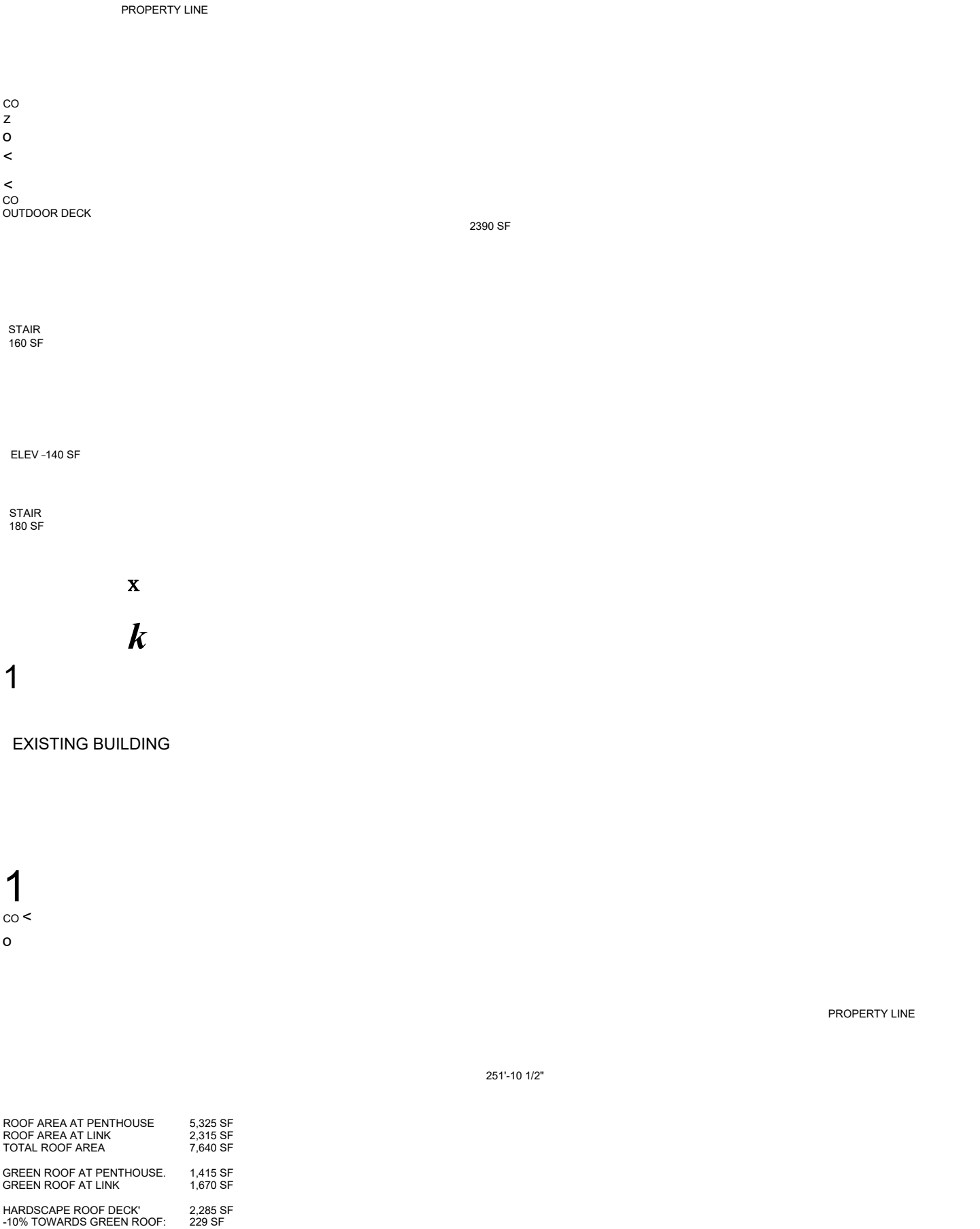
Applicant: Address: Date: Revised:

Lake Street Lofts LLC

200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street April 15, 2015

Planned Development No. Roof Plan

ADDITION: 1,240sf GFA



TOTAL GREEN ROOF AREA 3,314 SF
GREEN ROOF TO ROOF AREA RATIO: 43%
40'

UW1

0' 10' 20'

Applicant: Address: Date: Revised:

Lake Street Lofts LLC

200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street April 15, 2015

Planned Development No. South Elevation

A PENTHOUSE ROOF

143' -6" A ROOF _
134'-6"

a 10 TENTH FLOOR 121'-6"

,v 09 NINTH FLOOR ~ 108'-6"

a 08 EIGHTH FLOOR

• 95'-6"

A 07 SEVENTH FLOOR

~ 82'-6"

a 06 SIXTH FLOOR

• 69' - 6"

a 05 FIFTH FLOOR

^ 56' - 6"

,v 03 THIRD FLOOR * 30'-6"

,v 02 SECOND FLOOR * 17'-6" _=

^ 04 FOURTH FLOOR 43'- 6"

METAL CLAD AND ALUMINUM GLAZED PENTHOUSE PROPOSED ADDITION
EXISTING MIXED USE BUILDING AT 912 W LAKE ST

1511

/

:Wn



FP Hli ■lf
T

ll -r

-H-

~ly~ dz~

|*|

IV,

MASONRY SCREEN AT PARKING GLASS AND ALUMINUM STOREFRONT

0' 10' 20' 40'

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15,2015
Revised:

Planned Development No.

West Elevation

a PENTHOUSE ROOF 143'6"

4. ROOF

134' -6"

a 10 TENTH FLOOR 12r-6"

a 09 NINTH FLOOR 108' -6"

08 EIGHTH FLOOR 95' - 6"

07 SEVENTH FLOOR 82' - 6"

06 SIXTH FLOOR 69' - 6"

05 FIFTH FLOOR 56' -6"

04 FOURTH FLOOR 43' - 6"

03 THIRD FLOOR _ 30' - 6-

a 02 SECOND FLOOR

01 FIRST FLOOR

EX BASEMENT

-8' - 4"

METAL CLAD AND ALUMINUM GLAZED PENTHOUSE

FACE BRICK

0' 10' 20' 40'

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15,2015
Revised:

Planned Development

No. North Elevation

METAL CLAD AND ALUMINUM GLAZED PENTHOUSE PROPOSED ADDITION

0
a
IBS
SB SB
B
B
a a
B 0 0
BB
tl

EXISTING MIXED USE BUILDING AT 912 W LAKE ST

j-Utii-^ | _ J (
B B b b a
a a B B 0
BB B B B
BB IB B a BB

r ? p.Q D,

EXISTING BUILDING

EIGHTH FLOOR ^ 95'-6"
06 SIXTH FLOOR 69'-6"

05 FIFTH FLOOR j, 56' -6" ^

03 THIRD FLOOR
EX BASEMENT

30'-6- *

SECTION
THROUGH
NEIGHBORING BUILDING

OUTLINE
EXISTING

0' 10' 20' 40'

Applicant: Lake Street Lofts LLC
Address: 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street
Date: April 15,2015
Revised:
Lake Street Lofts, LLC Ownership percentages:

Mary Krigbaum:

Fitzgerald Family Partnership:

Patrick FitzGerald:

Ownership of Fitzgerald Family Partnership:

Patrick FitzGerald:

Michael FitzGerald:

James E. Fitzgerald Grantor Trust u/t/a dated 1/1/01 15.8085 Betty G. FitzGerald Grantor Trust u/t/a dated 1/1/01
15.8085 General Partner of FFLP - Woodlawn Ventures, Inc. 1.00

Ownership of Woodlawn Ventures, Inc. Patrick FitzGerald: 68%

Declaration of Trust Betty G. FitzGerald dated 5/1/92: 32%

TRUST AGREEMENT

BETTY G. FITZGERALD, hereinafter referred to as the "Grantor," hereby assigns, transfers and sets over to JAMES E. FITZGERALD, hereinafter referred to as the "Trustee," the property described in Schedule "A" attached hereto and made a part hereof, receipt of which is hereby acknowledged by the Trustee. Such property and any other property that may be received by the Trustee, hereinafter referred to as the "trust estate", shall be held by the Trustee upon the terms, trusts and conditions hereinafter set- forth. This instrument and the trust established hereunder shall be known as the "BETTY G. FITZGERALD GRANTOR TRUST DATED JANUARY 1, 2001".

ARTICLE I

IRREVOCABILITY

The Trust created hereunder is irrevocable. The Grantor expressly waives all rights and powers to revoke, amend or alter this Trust Agreement or the terms of the Trust hereby created in any respect, either in whole or in part. Notwithstanding the foregoing, the Grantor retains the power, exercisable in a nonfiduciary capacity without the consent or approval of any person in a fiduciary capacity to reacquire the trust corpus by substituting other property of an equivalent value. The Grantor may at any time, by an instrument in writing delivered to the Trustee, renounce such power.

Doc# 263926 1 10494/19292

ARTICLE II

CURRENT BENEFICIARIES

For purposes herein, the term "Current Beneficiaries" shall refer to PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, the Grantor's children, and any other beneficiary added by the Trustee as hereinafter provided. The Trustee is hereby authorized in the sole discretion of the Trustee, at any time and from time to time until the death of the Grantor, to add as an additional Current Beneficiary of this Trust Agreement any charitable organization which qualifies as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986. The Trustee may at any time, by an instrument in writing delivered to the Grantor and the Current Beneficiary or Beneficiaries of this Trust Agreement, renounce all, or from time to time, any part of the powers granted pursuant to this Article to add beneficiaries, and thereafter such trust shall be administered and distributed as if the powers granted hereunder to add beneficiaries had never been granted to the Trustee pursuant to the provisions of this Article.

ARTICLE III

DISTRIBUTION PROVISIONS

The trust estate shall be held, administered and distributed as hereinafter provided.

3.1 Distribution of Income and Principal. Until the trust estate is divided pursuant to Section 3.3 hereof, the Trustee, in the Trustee's sole discretion, may distribute to or use for the

Doc#-263926 I 10494/19292

benefit of the Current Beneficiaries, in equal or unequal portions, such portions or all of the net income and principal of the trust estate as the Trustee shall from time to time determine to be necessary or advisable for their education, health, maintenance and support. Any income not so distributed shall be accumulated and added to principal at such time or times that the Trustee deems advisable.

3.2 Rights of Withdrawal. In any calendar year in which a transfer of property is made to this trust, each Current Beneficiary shall have the power, in his or her sole discretion, to withdraw property then belonging to the principal of the trust (including the property then transferred into trust) having a value equal at the time of withdrawal to the value of such transferred property at the date of such transfer divided by the number of Current Beneficiaries, but in no case exceeding, for each calendar year, for each transferor, the annual amount excludable from gifts under Section 2503 of the Internal Revenue Code ("IRC") as amended, including, if applicable any gift exclusion attributable to joinder under IRC Section 2513, and as may be adjusted for inflation pursuant to IRC Section 2503. Any power of withdrawal hereunder shall be noncumulative. The Trustee shall, promptly after each transfer into trust, notify in writing the person having a withdrawal power of the existence of the power, except that in the case of any such person who is under a legal disability, notification shall be given to his or her legal guardian; or if none, to a parent of an infant or to such other individual whom the

DocId 263926.1 10494/19292 3

Trustee shall deem appropriate. Such person receiving notification from

the Trustee shall have thirty (30) days after receiving such notification to exercise the power by a written instrument delivered to the Trustee, except that in the case of a person under a legal disability, his or her power may be exercised only by his or her legal guardian.

3 Division Into Separate Trusts. At such time as, and in the event of the first to occur of (i) the designation by the Trustee of an additional Current Beneficiary, (ii) the trust is not liable or indebted to any person or persons, or (iii) upon the death of the second to die of JAMES E. FITZGERALD and BETTY G. FITZGERALD, the Trustee shall divide the balance of the principal and undistributed income, if any, of the trust estate, as then constituted, into separate trusts of equal value, creating one trust for each Current Beneficiary. Each separate trust created for a Current Beneficiary shall be held, administered and distributed as hereinafter provided. Provided, however, that if a Current Beneficiary is a charitable organization, then the separate trust created for such charitable organization shall be immediately distributed, outright and free of trust, to such organization.

4 Distribution of Income and Principal. The Trustee, in the Trustee's sole discretion, shall distribute to or use for the benefit of the Current Beneficiaries, in equal or unequal portions, such portions or all of the net income and principal of his or her separate trust as the Trustee shall from time to time determine to be for their health, maintenance and support. Any income not so

Docff: 263926 1 10494/19292

distributed shall be accumulated and added to principal at such time or times that the Trustee deems advisable.

5 Limited Power of Appointment. Upon the death of a Current Beneficiary before complete distribution of his or her separate trust, the remainder thereof shall be distributed to or in trust for such one or more of such Current Beneficiary's descendants in such manner and in such proportions and upon such terms, conditions and trusts as such beneficiary may appoint by his or her will, specifically referring to the power hereby granted.

6 Failure to Exercise Power of Appointment. To the extent that a Current Beneficiary shall fail validly to exercise the foregoing power of appointment, the balance of his or her separate trust, upon his or her death, shall be distributed to his or her then living descendants, per stirpes, or if no such descendant shall have survived such deceased current beneficiary, to the then living descendants of the Grantor, per stirpes; subject, however, to the holdback provisions hereof.

3 .7 Holdback Provisions for Beneficiaries under Twenty-One Years of Age. If at any time part or all of the principal of any trust created hereunder shall be distributable to a beneficiary who has not yet attained twenty-one (21) years of age and for whose benefit a separate trust is not then being held hereunder, the distributable share of such beneficiary shall at once vest in him or her, but the Trustee, notwithstanding any provisions for distribution, shall either (a) establish with such distributable share a custodianship for the beneficiary under a Uniform Transfers

Doc# 263926.1 10494/19292 5

to Minors Act, designating the parent or a relative of the beneficiary as the custodian, or (b) continue to hold such distributable share as a

separate trust for the beneficiary, using so much of the net income and principal as the Trustee deems to be necessary or advisable for the education, health, maintenance and support of such beneficiary, accumulating and adding to principal any net income not so used, and distributing to such beneficiary upon attaining twenty-one (21) years of age the then remaining principal and any accumulated income therefrom.

3.8 Ultimate Distribution. If, at the death of the last survivor of the Grantor, the Grantor's husband, the Current Beneficiaries, and the last surviving descendant of the Current Beneficiaries, any portion of any trust created hereunder, except a trust created pursuant to the holdback provisions hereof relating to beneficiaries under twenty-one (21) years of age, remains undistributed under the foregoing provisions hereof or pursuant to the exercise of a power of appointment created hereunder, then such trust shall be distributed by the Trustee as follows: (a) fifty percent (50%) thereof to the Grantor's heirs-at-law, and (b) fifty percent (50%) thereof to the heirs-at-law of the Grantor's husband.

ARTICLE IV

DISTRIBUTIONS TO BENEFICIARIES

4.1 Discretionary Distributions. The Trustee shall exercise the discretionary powers herein conferred primarily to the benefit of the Current Beneficiaries rather than the remaindermen.

Doc#-263926.1 10494/19292

2 Health, Maintenance and Support. The "health,
2 maintenance and support" of a beneficiary shall include without
2 limitation medical, dental and psychiatric care. In applying

such

2 standards, the Trustee shall consider the standard of living to
2 which such beneficiary shall have been accustomed at the time of
2 the creation of the trust and the other income and resources
known

2 to the Trustee to be available to the beneficiary for such
purposes

2 (including any other distributions made to the beneficiary
pursuant

2 to this instrument and the income and resources of any person
who

2 shall be legally obligated to support the beneficiary).

3 Best Interests. It is the Grantor's intention that the "best
interests" of a beneficiary include any business or personal endeavor
which the Trustee deems to be in his or her best interests. In that
connection, the Trustee may make distributions to permit a beneficiary to
travel for pleasure purposes; to permit a beneficiary to purchase or
furnish a personal residence; or to permit a beneficiary to purchase,
initiate or invest in a business which the Trustee deems to be sound or
promising, even though said business might be the type of investment in
which, because of its risk, the Trustee would not or could not invest the
trust estate.

4.4 Education. The "education" of a beneficiary shall
include without limitation college, post-graduate, professional,
vocational, language and artistic studies.

4.5 Beneficiary Under Disability. In the event that income
or principal shall become distributable free of any trust to a

minor beneficiary, to a beneficiary under other legal disability or

Doc# 263926.1 10494/19292 7

to a beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the sole opinion of the Trustee, unable properly to administer such amounts, then such amounts may be used by the Trustee directly for the best interests of the beneficiary or distributed by the Trustee for the benefit of the beneficiary in such ■ one or more of the following ways as the Trustee deems advisable:

- a) directly to the beneficiary;
- b) to the legally appointed guardian or conservator of the beneficiary, if any;
- c) to an adult relative or friend of the beneficiary; or
- d) to a custodian for the beneficiary under a Uniform Transfers to Minors Act;

and the receipt of any such distributee shall constitute a full release and discharge to the Trustee upon making such distribution, and the Trustee shall not be obligated to see to the application of any money or property so distributed.

ARTICLE V

GENERAL PROVISIONS

5.1 Additions to Trust Estate. The Grantor and any other person may at any time and from time to time transfer, devise and bequeath to the Trustee additional property of any kind acceptable to the Trustee, to be held and administered in accordance with the provisions hereof.

5.2 Spendthrift Provision. The interests of a beneficiary in the income or principal shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

.5.3 Perpetuities. Notwithstanding anything herein to the contrary, the trust under this instrument shall terminate not later than twenty-one (21) years after the death of the last survivor of the Grantor, the Grantor's husband, each Current Beneficiary, and the descendants of each Current Beneficiary who are living on the date of this Trust Agreement, at the end of which period the Trustee shall distribute the trust to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to receive income, or if their interests are indefinite, then in equal shares.

5.4 Discretionary Termination. The Trustee, in the Trustee's sole discretion, may terminate any trust hereunder if the Trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the trust. If so terminated, the Trustee may distribute the assets of such trust then in the possession of the Trustee to the Current Beneficiary if he is then living, or if he is not then living to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to receive income, or, if their respective rights to receive income are discretionary with the Trustee, then to such of

the income beneficiaries who are descendants of the Grantor, per stirpes, and such trust shall thereupon terminate, notwithstanding any provision herein to the contrary.

5 Exercise of Testamentary Power of Appointment. In determining whether, in what manner and to what extent a power of appointment hereunder has been exercised by will, the trustee may act in reliance upon a court order in any jurisdiction admitting an instrument to probate as the will of the holder of the power or finding that he died intestate, and unless within three months after the holder's death the Trustee has actual notice of the existence -of a will or of probate proceedings, the Trustee may assume that he died intestate (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

6 Qualified Subchapter S Trust. Notwithstanding any foregoing provision to the contrary, if any trust created hereunder holds or is reasonably expected to hold, stock in an "S" Corporation, as to which an election under IRC Section 1362, or its successor, has been made, then the following provisions shall apply:

(a) The stock of such small business corporation to be held in such trust may instead, in the sole and absolute discretion of the Trustee, be held in a separate trust (a "QSST") for the benefit of the then income beneficiary of such trust provided such income beneficiary makes a timely and valid election under IRC

Doc# 263926.1 10494/19292 10

§1361(d), or its successor, with respect to such QSST. Provided,

further, that in the event there is more than one income beneficiary of such trust, then separate QSSTs shall be created for each income beneficiary with each such QSST being funded with an equal number of shares of stock of such corporation. Notwithstanding anything in this Section to the contrary, the Trustee shall have no responsibility with respect to obtaining from the income beneficiary a valid and timely election under IRC §1361(d), or its successor Sections, and any certification from the income beneficiary that the aforesaid election has been applied for or obtained by such income beneficiary shall relieve the Trustee of any further responsibility to inquire into such election by the Trustee.

b) During the life of such income beneficiary, all income of the QSST shall be paid to such income beneficiary at least quarterly.

c) During the life of such income beneficiary, the Trustee may pay so much of the principal of such QSST to such income beneficiary in such amount and at such times as the Trustee deems necessary or advisable for such income beneficiary's health, maintenance and support. Additionally, the Trustee shall pay to such income beneficiary, to the extent the income distributed to the income beneficiary from the QSST is insufficient, so much

Doc# 263926.1 10494/19292 H

of the principal of the QSST (which trust the Trustee shall determine in its absolute discretion) as such income beneficiary may request in writing to pay the increase in such income beneficiary's income tax liability attributable to the QSST.

d) Such QSST shall be subject to such income beneficiary's

rights of withdrawal in the same manner as the separate trust.for such income beneficiary's benefit; except that any portion of a QSST which is not subject to a right of withdrawal may be held as a separate trust from that portion of the QSST that is subject to such right.

e) Upon the death of such income beneficiary, the assets of the QSST, if not otherwise disposed under the preceding subparagraphs, shall be disposed of in the same manner as provided in the separate trust created for such income beneficiary's benefit.

f) Notwithstanding anything herein to the contrary, the provisions of this QSST shall be applied in a manner consistent with IRC §1361(d), or its successor. No income or principal of the QSST may be distributed to any person other than the QSST beneficiary during such beneficiary's life, and should this QSST terminate for any reason during the life of the beneficiary, all of the principal and unpaid income of the QSST shall be paid to such beneficiary.

Doc* 263926 I 10494/19292

1 2

5.7 Retention of Closely Held Interests. The Grantor considers shares of stock or other interests in or indebtedness of FITZGERALD FAMILY LIMITED PARTNERSHIP or any other entity or entities succeeding to the business of said partnership by consolidation, merger, purchase of assets or otherwise as proper investments of trust property, and the Trustee is expressly authorized to invest or retain indefinitely any part or all of the trust estate in such investments, subject to any applicable partnership, operating, stock repurchase, redemption, buy-sell or other stock restriction agreement.

ARTICLE VI

TRUSTEE POWERS. RIGHTS AND DUTIES

6.1 Powers of Trustee. In addition to any powers conferred by law upon trustees, the Trustee shall have the following powers and discretions in the administration, investment and distribution of any trust created hereunder:

1) to invest and reinvest the principal and any income which the Trustee is authorized or directed to accumulate, in such bonds, notes, debentures, mortgages, preferred or common stock, interests in common trust funds, partnership interests, or in other property, real, personal or mixed, whether like or unlike the types of property enumerated, either within or without the State of Illinois, as the Trustee may deem advisable, without being limited by any statute or rule of law regarding investments by trustees;

2) to sell, contract to sell and grant options to purchase any part or all of the trust estate at public or private sale for cash or on credit, and to exchange any part or all of the trust estate for other property;

3) to enter into leases for any period of time, though extending beyond the termination of the trust;

4) to borrow money for any purpose, and if a bank or trust company is then acting as trustee, said money may be borrowed from

Doc# 263926 | 10494/19292

its banking department or from others, and to mortgage, pledge or otherwise encumber any part or all of the trust estate;

(5) - to grant easements, subdivide, operate, maintain, repair, improve, rehabilitate, give consents and enter into contracts relating to real estate or its use and dedicate any interest in real estate;

(6) to transfer the situs of the trust property to such other place as the Trustee deems to be for the best interests of the trust; and to designate or appoint a trustee to act in any other jurisdiction as sole trustee or co-trustee of any part or all of the trust estate located in such other jurisdiction; to confer upon

the appointed trustee any or all of the powers, duties or rights of the appointing Trustee; and to remove any trustee appointed pursuant hereto and appoint another, including the appointing Trustee ;

7) to enter into agreements for bank or other deposit accounts, safe deposit boxes, custodian, agency or depositary arrangements for all or any part of the trust estate;

8) to exercise all the rights and powers of. an individual owner with respect to shares of stock, bonds or other securities in the trust estate, including, but not by way of limitation, voting, giving proxies, participating in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and exercising or selling subscription or conversion rights;

9) to pay taxes and reasonable expenses incurred in administering the trust estate;

10) to appoint attorneys, auditors, financial advisers and other agents, with or without discretionary powers, and to pay reasonable compensation to such appointees;

11) to compromise, contest, prosecute or abandon claims or other charges in favor of or against the trust estate;

(12) to execute contracts, notes, conveyances and other instruments, whether or not containing covenants and warranties binding upon and creating a charge against the trust estate or excluding personal liability;

13) to receive from any source and administer additional property as part of the trust estate;

14) to invest in or hold undivided interests in property;

15) except as otherwise provided herein, to retain any property or undivided interests in property received from the

Doc#. 263926 | 10494/19292

Grantor or from any other source, regardless of any lack of diversification, risk or non-productivity;

16) to deal with the executor, trustee or other representative of any other trust or estate in which a beneficiary of the trust estate has an interest, notwithstanding the fact that the Trustee is an executor,

trustee or other representative of the other trust or estate;

17) to make equitable division or distribution in cash or in kind, or both, and for that purpose to determine the value of any property divided or distributed in kind, except as otherwise specifically provided in this instrument;

18) to rely upon any affidavit, certificate, letter or other evidence reasonably believed to be genuine and on the basis of any such evidence to make any payment or distribution in good faith without liability;

19) to have all of the rights, powers, duties and discretions given to or imposed upon the Trustee by law and the provisions of the trust instrument during the period between the termination of the trust and the distribution thereof and during any period in which any litigation is pending which may void or invalidate the trust in whole or in part or in any other way affect the rights, powers, duties or discretions of the Trustee;

20) to purchase and keep in force insurance of an appropriate nature and form and in a reasonable amount for the protection of the trust estate or the ownership thereof;

21) to determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal or income, regardless of any rule of law or statute to the contrary;

22) to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property;

23) to hold several trusts as a common fund and to make joint investments of funds in such trusts, dividing the net income therefrom among the beneficiaries of the several trusts proportionately;

24) to establish or refrain from establishing out of income and credit to principal reasonable reserves for the depreciation, obsolescence or depletion of tangible property, regardless of any rule of law or statute to the contrary;

Doc# 263926 | 10494/19292

25) to extend or renew any existing indebtedness, and to retain and enter into agreements to pay in the future, upon any terms and for any period of time that the Trustee deems advisable, any indebtedness of the Grantor existing on the date of his death and which shall not have matured on or prior to the date of his death;

26) to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping

or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of any such property; to permit any such property to be lost by tax sale or other proceedings, or to convey any such property for a nominal- consideration or without consideration; to permit the expiration of any renewal, sale or purchase option with respect to any property or lease;

27) to purchase, acquire or retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate and to participate in the conduct of any business with respect to its management and affairs which an individual could do as owner of the business, including but not limited to (a) the voting of stock and the determination of all questions of policy; (b) the execution of partnership agreements and amendments thereto; (c) the participation in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; (d) the investment of additional capital in, subscription to or purchase of additional stock or securities of, or the making of secured, unsecured or subordinated loans to, any business, with trust funds; (e) the election or employment with compensation as directors, officers, employees or agents of any business, or any persons, including a trustee or a director or agent of a trustee. If any such business is continued by the Trustee, the Trustee shall not be liable for any losses to the trust estate arising therefrom, and they may retain and continue such business without application to any court for authority to do so;

28) to lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person, partnership, corporation, trust or estate, including the estate of the Grantor or any person who shall be deemed to be a grantor of the trust estate, upon such terms as the Trustee may deem advisable, with or without security and whether or not such loan is subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein (and even though the Trustee is acting in such other capacity); provided, however, that nothing herein contained

Doc# 263926 1 10494/19292

shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to the Grantor or any person who shall be deemed to be a grantor of the trust estate or the estate of the Grantor or such person without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth;

29) to designate a name for any separate trust created hereunder, and a collective name for any two or more of such trusts, and, from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts which shall be held hereunder by the Trustee under identical terms

for identical beneficiaries and remaindermen; to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportions as the respective interests of such trusts therein;

30) to inspect, review, and monitor periodically, or to require the inspection, review and monitoring, of any property which is or becomes a part of the Trust for the purpose of determining compliance with any environmental law, or regulation thereunder, affecting such property, with all such expenses of such inspection, review or monitoring being paid from income or principal as the Trustee may determine;

31) to take any and all actions the Trustee shall deem necessary to prevent, abate, clean up, or otherwise respond to actual or threatened violation of any federal, state or local law, rule or ordinance affecting any property held in the Trust relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substances that are prohibited or regulated by federal, state or local law; to take such actions prior to the initiation of enforcement action by a federal, state or local agency; and to charge any such costs against income or principal, as the Trustee shall determine;

32) to release any power which will or may cause the Trustee to be considered an "owner" or "operator" of property held in the

Doc#- 263926 I 10494/19292

Trust, under the provisions of Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA") . 42 U.S.C. S 9601, et seq. or which shall otherwise cause the Trustee to incur liability under CERCLA or any successor to such law or regulation thereunder; and

(33) to inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations on environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary.

2 Nominee Registration. The Trustee may cause stocks, bonds and

other property, real or personal, belonging to the trust to be registered and held in the name of a nominee without mention of the trust in any instrument of record constituting or evidencing title thereto. The Trustee shall not be liable for the acts of the nominee with respect to any investment so registered. The records of the Trustee shall show at all times the ownership of the investment by the Trustee, and the stocks, bonds and other similar investments shall be in the possession and control of the Trustee and be kept separate and apart from assets which are the individual property of the Trustee.

3 Compensation. The Trustee shall be reimbursed for all proper expenses incurred in the management and protection of each trust created hereunder and shall be entitled to reasonable compensation for services rendered.

4 Bonds or Court Approval. To the extent that any such requirements can legally be waived, no trustee shall ever be

Doc# 263926 | 10494/19292

required to give any bond as trustee; to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or to obtain an order or the approval of any court in the exercise of any power or discretion hereunder.

5 Beneficiary as Trustee. Except with respect to any powers of appointment expressly granted herein to a beneficiary, no trustee who is also a beneficiary of a trust created hereunder or who is legally obligated to support a beneficiary shall have any voice, determination or vote relating to any discretionary payments of the income or- principal of the trust either to or for the benefit of the said trustee-beneficiary or

to or for the benefit of any person whom the said trustee-beneficiary is legally obligated to support, when such distribution is or would be a full or partial discharge of such obligation. Notwithstanding anything herein to the contrary, if such trustee-beneficiary is acting as sole trustee of any trust created hereunder, such trustee may make discretionary distributions of income or principal of the trust solely for the health, maintenance and support of such trustee-beneficiary.

6 Relation with Third Persons. Anyone dealing with the Trustee shall not be obliged to inquire as to the Trustee's powers nor to see to the application of any money or property delivered to the Trustee and may assume that the trust is in full force and effect, that the Trustee is authorized to act and that the Trustee's act is in accordance with the provisions of this instrument.

Doc# 263926 | 10494/19292

7 Custody of Assets. If a corporation is acting as cotrustee of any trust created hereunder together with one or more individuals, the corporate trustee shall have custody of the trust estate and may perform for the trustees all acts necessary for the acquisition and transfer of personal property and money, including the signing and endorsement of checks, receipts, stock certificates and other instruments, unless all of the trustees otherwise agree.

8 Delegation of Powers to Co-Trustee. Except as provided in Section 6.5, any trustee may at any time by a signed instrument delivered to a co-trustee delegate to the co-trustee any or all powers and discretion which the Trustee has under this instrument, including the

power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with the co-trustee may rely without inquiry upon the certification of the co-trustee with respect to any delegation.

In the event there is more than one Trustee acting under this instrument, a majority of the Trustees may take any action authorized by this instrument. No non-participating or dissenting Trustee shall be liable for any action of the participating Trustees.

9 Accounts. Upon the request of any income beneficiary, the Trustee shall furnish to such beneficiary an account showing the receipts and disbursements of the trust estate and an account showing the inventory of the trust estate; provided, however, that in no event shall an individual trustee be required to furnish such

DocH. 263926 1 10494/19292

2 0

accounts more often than annually and a corporate trustee more often than quarter-annually.

10 Trustee's Discretion. The decision of the Trustee in exercising any of the discretions granted hereunder shall be conclusive and binding upon all persons.

11 Trustee's Liability. The Trustee shall be liable only for gross negligence or willful default, and no trustee shall be liable for errors of judgment or acts or omissions of any cotrustee. The Trustee shall not be personally liable for any obligation of the trust and shall have power to bind the trust without binding the Trustee personally.

ARTICLE VII

SUCCESSOR TRUSTEES

7.1 Resignation of Trustee. Any Trustee may resign by giving written notice to each beneficiary of the trust (or such beneficiary's guardian or conservator, if such beneficiary is under legal disability) and to each co-trustee of the trust, if any, and to the resigning Trustee's successor as trustee.

7.2 Vacancies and Successor Trustees. Upon the death, resignation, inability or refusal to act of any Trustee, the following provisions shall be applicable:

a) In the case of JAMES E. FITZGERALD, the successor co-trustees shall be PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD.

b) With respect to each separate trust created for the benefit of a child of the Grantor, each child of the

Doc# 263926 I 10494/19292 21

Grantor shall become sole Trustee of his or her separate trust. Thereafter, in the case of the resignation, removal, death, inability or refusal to act of that child of the Grantor, the other child of the Grantor shall become sole Trustee of that separate trust.

c) In the case of the first of PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, no successor shall be appointed and the remaining co-trustee shall continue to act.

d) In the case of the second of PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, the successor shall be NEW CENTURY BANK.

e) In the case of NEW CENTURY BANK or any successor

corporate trustee, a successor shall be appointed by an instrument in writing signed by each of the persons then entitled to receive or eligible to have the benefit of the income from the trust estate and having endorsed thereon the acceptance of such successor; provided, however, that any such successor so appointed shall be a bank or trust company, wherever located, authorized to accept and administer trusts and having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000.00).

7.3 Powers. Rights and Duties of Successor. A successor trustee shall automatically acquire the title to each trust asset which was vested in the predecessor of such successor trustee, but

Doc# 263926 I 10494/19292

2 2

any predecessor trustee shall execute all documents and do all acts necessary to vest such title in such successor trustee.

A successor trustee shall have all the rights, powers, duties, discretions, immunities, authorities and obligations which are granted to or imposed on the predecessor. A successor trustee shall be under no duty to inquire into the acts or doings of a predecessor trustee, and is not liable for any act or failure to act of a predecessor trustee.

With the approval of a majority in interest of the beneficiaries entitled to receive or eligible to have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

7.5 Liability of Successor Trustee. No successor trustee shall be

liable for the acts or defaults of any predecessor trustee, nor for any loss or expense from anything done or neglected to be done by any predecessor trustee, but such successor trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee and a successor trustee may accept the account rendered and the property received as a full and complete discharge to assets and property delivered to him by the predecessor trustee without incurring any liability for, and shall incur no liability to any person beneficially interested in any separate trust by reason of so doing.

Doc» 263926 I 10494/19292

2 3

7.6 Minor or Incompetent. The representative of the estate of a beneficiary under legal disability or a spouse, parent, adult child, or guardian of the person of a beneficiary for whose estate no representative has been appointed, may act for the beneficiary in receiving and approving any account of the Trustee, executing any receipt, removing a trustee, receiving any notice from the Trustee and appointing successor trustees and executing documents therewith.

ARTICLE VIII CONSTRUCTION AND

MISCELLANEOUS

1 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

2 Applicable Law. The law of the State of Illinois shall govern the validity and interpretation of the provisions of this instrument.

3 Gender and Number. Wherever the context requires, words imparting a particular gender shall include the other genders and words

used in plural or collective sense shall include the singular and vice versa.

4 Meaning of Majority. Wherever reference is made herein to a majority in interest of current beneficiaries and their interests are indefinite, then such term shall mean a majority in number.

5 Action for Person Under Disability. Unless otherwise provided herein, the parent, guardian or conservator of a

Doc# 263926.1 10494/19292

24

beneficiary under a legal disability shall receive notice and have authority to act for such current beneficiary.

8.6 Heirs-at-law. The term "heirs-at-law" shall mean those persons who would then be the heirs-at-law as determined by the then existing laws of descent and distribution of the state of domicile as if the Grantor had died intestate at such time.

The parties have executed this Trust Agreement as of the 1⁵" day of January, 2 001.

Doc#- 263926 I 10494/19292

SCHEDULE A BETTY G. FITZGERALD GRANTOR TRUST

TRUST AGREEMENT

JAMES E. FITZGERALD, hereinafter referred to as the "Grantor," hereby assigns, transfers and sets over to BETTY G. FITZGERALD, hereinafter referred to as the "Trustee," the property described in Schedule "A" attached hereto and made a part hereof, receipt of which is hereby acknowledged by the Trustee. Such property and any other property that may be received by the Trustee, hereinafter referred to as the "trust estate", shall be held by the Trustee upon the terms, trusts and conditions hereinafter set forth. This instrument and the trust established hereunder shall be known as the "JAMES E. FITZGERALD GRANTOR TRUST DATED JANUARY 1, 2001".

ARTICLE I

IRREVOCABILITY

The Trust created hereunder is irrevocable. The Grantor expressly waives all rights and powers to revoke, amend or alter this Trust Agreement or the terms of the Trust hereby created in any respect, either in whole or in part. Notwithstanding the foregoing, the Grantor retains the power, exercisable in a nonfiduciary capacity without the consent or approval of any person in a fiduciary capacity to reacquire the trust corpus by substituting other property of an equivalent value. The Grantor may at any time,

by an instrument in writing delivered to the Trustee, renounce such power.

Doc* 263937 1 10494/19292

ARTICLE II CURRENT

BENEFICIARIES

At the present time, the Grantor's wife is BETTY G. FITZGERALD. At any designated time during the lifetime of the Grantor or at the Grantor's death, the term "Grantor's wife", as used in this Agreement, shall mean the person to whom the Grantor shall then be legally married, even if such person shall not be the person who is presently married to the Grantor. For the purposes hereof, the Grantor's wife shall be deemed to be "legally married" to the Grantor if she is not either divorced, legally separated or living apart from the Grantor. The determination of "Grantor's wife" and whether or not she is "legally married" to the Grantor shall be made by the Trustee as of the date of any distribution or exercise of a power of appointment and such determinations shall be final and binding on all parties. If at any time a person who initially qualifies as the "Grantor's wife" shall be determined to no longer qualify, then for all purposes hereof she shall be considered to have died as of the date of such determination.

For purposes herein, the term "Current Beneficiaries" shall refer to PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, the Grantor's children, and any other beneficiary added by the Trustee

as hereinafter provided. The Trustee is hereby authorized in the sole discretion of the Trustee, at any time and from time to time until the death of the Grantor, to add as an additional Current Beneficiary of this Trust Agreement any charitable organization which qualifies as an exempt organization under Section 501(c)(3)

Doc#: 263937.1 10494/19292 2

of the Internal Revenue Code of 1986. The Trustee may at any time, by an instrument in writing delivered to the Grantor and the Current Beneficiary or Beneficiaries of this Trust Agreement, renounce all, or from time to time, any part of the powers granted pursuant to this Article to add beneficiaries, and thereafter such trust shall be administered and distributed as if the powers granted hereunder to add beneficiaries had never been granted to the Trustee pursuant to the provisions of this Article.

ARTICLE III

DISTRIBUTION PROVISIONS

The trust estate shall be held, administered and distributed as hereinafter provided.

3.1 Distribution of Income and Principal. Until the trust estate is divided pursuant to Section 3.3 hereof, the Trustee, in the Trustee's sole discretion, shall distribute to or use for the benefit of the Grantor's wife such portions or all of the net income and principal of the trust estate as the Trustee shall from time to time determine to be necessary or advisable for her health, maintenance and support. In addition, after the death of the Grantor's wife, the Trustee, in the Trustee's sole discretion, may distribute to or use for the benefit of the Current Beneficiaries, in equal or unequal portions, such portions or all of the

net income and principal of the trust estate as the Trustee shall from time to time determine to be necessary or advisable for their education, health, maintenance and support. Any income not so

Doc* 263937 1 10494/19292

distributed shall be accumulated and added to principal at such time or times that the Trustee deems advisable.

3.2 Rights of Withdrawal. In any calendar year in which a transfer of property is made to this trust, each Current Beneficiary shall have the power, in his or her sole discretion, to withdraw property then belonging to the principal of the trust (including the property then transferred into trust) having a value equal at the time of withdrawal to the value of such transferred property at the date of such transfer divided by the number of Current Beneficiaries, but in no case exceeding, for each calendar year, for each transferor, the annual amount excludable from gifts under Section 2503 of the Internal Revenue Code ("IRC") as amended, including, if applicable any gift exclusion attributable to joinder under IRC Section 2513, and as may be adjusted for inflation pursuant to IRC Section 2503. Any power of withdrawal hereunder shall be noncumulative. The Trustee shall, promptly after each transfer into trust, notify in writing the person having a withdrawal power of the existence of the power, except that in the case of any such person who is under a legal disability, notification shall be given to his or her legal guardian; or if none, to a parent of an infant or to such other individual whom the Trustee shall deem appropriate. Such person receiving notification from the Trustee shall have thirty (30) days after receiving such

notification to exercise the power by a written instrument delivered to the Trustee, except that in the case of a person under

Doc* 263937.1 10494/19292

a legal disability, his or her power may be exercised only by his or her legal guardian.

3 Division Into Separate Trusts. At such time as, and in the event of the first to occur of (i) the designation by the Trustee of an additional Current Beneficiary, (ii) the trust is not liable or indebted to any person or persons, or (iii) upon the death of the second to die of JAMES E. FITZGERALD and BETTY G. FITZGERALD, the Trustee shall divide the balance of the principal and undistributed income, if any, of the trust estate, as then constituted, into separate trusts of equal value, creating one trust for each Current Beneficiary. Each separate trust created for a Current Beneficiary shall be held, administered and distributed as hereinafter provided. Provided, however, that if a Current Beneficiary is a charitable organization, then the separate trust created for such charitable organization shall be immediately distributed, outright and free of trust, to such organization.

4 Distribution of Income and Principal. The Trustee, in the Trustee's sole discretion, shall distribute to or use for the benefit of the Current Beneficiaries, in equal or unequal portions, such portions or all of the net income and principal of his or her separate trust as the Trustee shall from time to time determine to be for their health, maintenance and support. Any income not so distributed shall be accumulated and added to principal at such time

or times that the Trustee deems advisable.

5 Limited Power of Appointment. Upon the death of a Current Beneficiary before complete distribution of his or her

Doc#-263937.1 10494/19292 5

separate trust, the remainder thereof shall be distributed to or in trust for such one or more of such Current Beneficiary's descendants in such manner and in such proportions and upon such terms, conditions and trusts as such beneficiary may appoint by his or her will, specifically referring to the power hereby granted.

6 Failure to Exercise Power of Appointment. To the extent that a Current Beneficiary shall fail validly to exercise the foregoing power of appointment, the balance of his or her separate trust, upon his or her death, shall be distributed to his or her then living descendants, per stirpes, or if no such descendant shall have survived such deceased current beneficiary, to the then living descendants of the Grantor, per stirpes; subject, however, to the holdback provisions hereof.

7 Holdback Provisions for Beneficiaries under Twenty-One Years of Age. If at any time part or all of the principal of any trust created hereunder shall be distributable to a beneficiary who has not yet attained twenty-one (21) years of age and for whose benefit a separate trust is not then being held hereunder, the distributable share of such beneficiary shall at once vest in him or her, but the Trustee, notwithstanding any provisions for distribution, shall either (a) establish with such distributable share a custodianship for the beneficiary under a Uniform Transfers to Minors Act, designating the parent or a relative of the beneficiary as the custodian, or (b) continue to hold such distributable

share as a separate trust for the beneficiary, using so much of the net income and principal as the Trustee deems to be

Doc* 263937 1 10494/19292

necessary or advisable for the education, health, maintenance and support of such beneficiary, accumulating and adding to principal any net income not so used, and distributing to such beneficiary upon attaining twenty-one (21) years of age the then remaining principal and any accumulated income therefrom.

3.8 Ultimate Distribution. If, at the death of the last survivor of the Grantor, the Grantor's wife, the Current Beneficiaries, and the last surviving descendant of the Current Beneficiaries, any portion of any trust created hereunder, except a trust created pursuant to the holdback provisions hereof relating to beneficiaries under twenty-one (21) years of age, remains undistributed under the foregoing provisions hereof or pursuant to the exercise of a power of appointment created hereunder, then such trust shall be distributed by the Trustee as follows: (a) fifty percent (50%) thereof to the Grantor's heirs-at-law, and (b) fifty percent (50%) thereof to the heirs-at-law of the Grantor's wife.

ARTICLE IV

DISTRIBUTIONS TO BENEFICIARIES

1 Discretionary Distributions. The Trustee shall exercise the discretionary powers herein conferred primarily to the benefit of the Current Beneficiaries rather than the remaindermen.

2 Health. Maintenance and Support. The "health,
2 maintenance and support" of a beneficiary shall include
without

2 limitation medical, dental and psychiatric care. In
applying such

2 standards, the Trustee shall consider the standard of
living to

2 which such beneficiary shall have been accustomed at the
time of

Doc# 263937 1 10494/19292 7

the creation of the trust and the other income and resources known
to the Trustee to be available to the beneficiary for such purposes
(including any other distributions made to the beneficiary pursuant
to this instrument and the income and resources of any person who
shall be legally obligated to support the beneficiary).

3 Best Interests. It is the Grantor's intention that the
"best interests" of a beneficiary include any business or personal
endeavor which the Trustee deems to be in his or her best interests.
In that connection, the Trustee may make distributions to permit a
beneficiary to travel for pleasure purposes; to permit a beneficiary
to purchase or furnish a personal residence; or to permit a
beneficiary to purchase, initiate or invest in a business which the
Trustee deems to be sound or promising, even though said business
might be the type of investment in which, because of its risk, the
Trustee would not or could not invest the trust estate.

4 Education. The "education" of a beneficiary shall include
without limitation college, post-graduate, professional, vocational,
language and artistic studies.

5 Beneficiary Under Disability. In the event that income or
principal shall become distributable free of any trust to a minor
beneficiary, to a beneficiary under other legal disability or to a

beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the sole opinion of the Trustee, unable properly to administer such amounts, then such amounts may be used by the Trustee directly for the best interests of the beneficiary or distributed by the Trustee for the

Doc# 263937.1 10494/19292 8

benefit of the beneficiary in such one or more of the following ways as the Trustee deems advisable:

- a) directly to the beneficiary;
- b) to the legally appointed guardian or conservator of the beneficiary, if any;
- c) to an adult relative or friend of the beneficiary; or
- d) to a custodian for the beneficiary under a Uniform Transfers to Minors Act;

and the receipt of any such distributee shall constitute a full release and discharge to the Trustee upon making such distribution, and the Trustee shall not be obligated to see to the application of any money or property so distributed.

ARTICLE V

GENERAL PROVISIONS

5.1 Additions to Trust Estate. The Grantor and any other person may at any time and from time to time transfer, devise and

bequeath to the Trustee additional property of any kind acceptable

to the Trustee, to be held and administered in accordance with the

provisions hereof.

5.2 Spendthrift Provision. The interests of a beneficiary in the income or principal shall not be subject to the claims of any

creditor, any spouse for alimony or support, or others, or to legal

process, and may not be voluntarily or involuntarily alienated or

encumbered. This provision shall not limit the exercise of any power of appointment.

Doc#- 263937 1 10494/19292 - 9

5.3 Perpetuities. Notwithstanding anything herein to the contrary, the trust under this instrument shall terminate not later

than twenty-one (21) years after the death of the last survivor of

the Grantor, the Grantor's wife, each Current Beneficiary, and the

descendants of each Current Beneficiary who are living on the date

of this Trust Agreement, at the end of which period the Trustee shall distribute the trust to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to

receive income, or if their interests are indefinite, then in equal

shares.

4 Discretionary Termination. The Trustee, in the Trustee's sole discretion, may terminate any trust hereunder if the Trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the trust. If so terminated, the Trustee may distribute the assets of such trust then in the possession of the Trustee to the Current Beneficiary if he is then living, or if he is not then living to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to receive income, or, if their respective rights to receive income are discretionary with the Trustee, then to such of the income beneficiaries who are descendants of the Grantor, per stirpes, and such trust shall thereupon terminate, notwithstanding any provision herein to the contrary.

5 Exercise of Testamentary Power of Appointment. In determining whether, in what manner and to what extent a power of appointment hereunder has been exercised by will, the trustee may

Doc* 263937 1 10494/19292 10

act in reliance upon a court order in any jurisdiction admitting an instrument to probate as the will of the holder of the power or finding that he died intestate, and unless within three months after the holder's death the Trustee has actual notice of the existence of a will or of probate proceedings, the Trustee may assume that he died intestate (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of

appointment may have against any distributee).

5.6 Qualified Subchapter S Trust. Notwithstanding any foregoing provision to the contrary, if any trust created hereunder holds or is reasonably expected to hold, stock in an "S" Corporation, as to which an election under IRC Section 1362, or its successor, has been made, then the following provisions shall apply:

(a) The stock of such small business corporation to be held in such trust may instead, in the sole and absolute discretion of the Trustee, be held in a separate trust (a "QSST") for the benefit of the then income beneficiary of such trust provided such income beneficiary makes a timely and valid election under IRC §1361(d), or its successor, with respect to such QSST. Provided, further, that in the event there is more than one income beneficiary of such trust, then separate QSSTs shall be created for each income beneficiary with each such QSST being funded with an equal number of shares of stock of such corporation. Notwithstanding anything in

Doc* 263937.1 10494/19292

11

this Section to the contrary, the Trustee shall have no responsibility with respect to obtaining from the income beneficiary a valid and timely election under IRC §1361(d), or its successor Sections, and any certification from the income beneficiary that the aforesaid election has been applied for or obtained by such income beneficiary shall relieve the Trustee of any further responsibility to inquire into such election by the Trustee.

b) During the life of such income beneficiary, all income of the QSST shall be paid to such income beneficiary at least quarterly.

c) During the life of such income beneficiary, the Trustee may pay so much of the principal of such QSST to such income beneficiary in such amount and at such times as the Trustee deems necessary or advisable for such income beneficiary's health, maintenance and support. Additionally, the Trustee shall pay to such income beneficiary, to the extent the income distributed to the income beneficiary from the QSST is insufficient, so much of the principal of the QSST (which trust the Trustee shall determine in its absolute discretion) as such income beneficiary may request in writing to pay the increase in such income beneficiary's income tax liability attributable to the QSST.

Doc* 263937 | 10494/19292

d) Such QSST shall be subject to such income beneficiary's rights of withdrawal in the same manner as the separate trust for such income beneficiary's benefit; except that any portion of a QSST which is not subject to a right of withdrawal may be held as a separate trust from that portion of the QSST that is subject to such right.

e) Upon the death of such income beneficiary, the assets of the QSST, if not otherwise disposed under the preceding subparagraphs, shall be disposed of in the same manner as provided in the separate trust created for such income

beneficiary's benefit.

f) Notwithstanding anything herein to the contrary, the provisions of this QSST shall be applied in a manner consistent with IRC §1361(d), or its successor. No income or principal of the QSST may be distributed to any person other than the QSST beneficiary during such beneficiary's life, and should this QSST terminate for any reason during the life of the beneficiary, all of the principal and unpaid income of the QSST shall be paid to such beneficiary.

5.7 Retention of Closely Held Interests. The Grantor considers shares of stock or other interests in or indebtedness of FITZGERALD FAMILY LIMITED PARTNERSHIP or any other entity or entities succeeding to the business of said partnership by consolidation, merger, purchase of assets or otherwise as proper investments of

Doc# 263937 1 10494/19292 13

trust property, and the Trustee is expressly authorized to invest or retain indefinitely any part or all of the trust estate in such investments, subject to any applicable partnership, operating, stock repurchase, redemption, buy-sell or other stock restriction agreement.

ARTICLE VI

TRUSTEE POWERS. RIGHTS AND DUTIES

6.1 Powers of Trustee. In addition to any powers conferred by law upon trustees, the Trustee shall have the following powers and discretions in the administration, investment and distribution of any trust created hereunder:

1) to invest and reinvest the principal and any income which the Trustee is authorized or directed to accumulate, in such bonds,

notes, debentures, mortgages, preferred or common stock, interests in common trust funds, partnership interests, or in other property, real, personal or mixed, whether like or unlike the types of property enumerated, either within ■ or without the State of Illinois, as the Trustee may deem advisable, without being limited by any statute or rule of law regarding investments by trustees;

2) to sell, contract to sell and grant options to purchase any part or all of the trust estate at public or private sale for cash or on credit, and to exchange any part or all of the trust estate for other property;

(3) to enter into leases for any period of time, though extending beyond the termination of the trust;

4) to borrow money for any purpose, and if a bank or trust company is then acting as trustee, said money may be borrowed from its banking department or from others, and to mortgage, pledge or otherwise encumber any part or all of the trust estate;

5) to grant easements, subdivide, operate, maintain, repair, improve, rehabilitate, give consents and enter into contracts relating to real estate or its use and dedicate any interest in real estate;

6) to transfer the situs of the trust property to such other place as the Trustee deems to be for the best interests of the

Doc* 263937 | 10494/19292

trust; and to designate or appoint a trustee to act in any other, jurisdiction as sole trustee or co-trustee of any part or all of the trust estate located in such other jurisdiction; to confer upon the appointed trustee any or all of the powers, duties or rights of the appointing Trustee; and to remove any trustee appointed pursuant hereto and appoint another, including the appointing Trustee;

7) to enter into agreements for bank or other deposit accounts, safe deposit boxes, custodian, agency or depositary arrangements for all or any part of the trust estate;

8) to exercise all the rights and powers of an individual owner with respect to shares of stock, bonds or other securities in the trust estate, including, but not by way of limitation, voting, giving proxies, participating in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and exercising or selling subscription or conversion rights;

9) to pay taxes and reasonable expenses incurred in administering the trust estate;

10) to appoint attorneys, auditors, financial advisers and other agents, with or without discretionary powers, and to pay reasonable compensation to such appointees;

11) to compromise, contest, prosecute or abandon claims or

other charges in favor of or against the trust estate;

12) to execute contracts, notes, conveyances and other instruments, whether or not containing covenants and warranties binding upon and creating a charge against the trust estate or excluding personal liability;

13) to receive from any source and administer additional property as part of the trust estate;

14) to invest in or hold undivided interests in property;

15) except as otherwise provided herein, to retain any property or undivided interests in property received from the Grantor or from any other source, regardless of any lack of diversification, risk or non-productivity;

16) to deal with the executor, trustee or other representative of any other trust or estate in which a beneficiary of the trust estate has an interest, notwithstanding the fact that the Trustee is an executor, trustee or other representative of the other trust or estate;

17) to make equitable division or distribution in cash or in kind, or both, and for that purpose to determine the value of any

Doc* 263937110494/19292

property divided or distributed in kind, except as otherwise specifically provided in this instrument;

18) to rely upon any affidavit, certificate, letter or other evidence reasonably believed to be genuine and on the basis of any such evidence to make any payment or distribution in good faith without liability;

19) to have all of the rights, powers, duties and discretions given to or imposed upon the Trustee by law and the provisions of the trust instrument during the period between the termination of the trust and the distribution thereof and during any period in which any litigation is pending which may void or invalidate the trust in whole or in part or in any other way affect the rights, powers, duties or discretions of the Trustee;

20) to purchase and keep in force insurance of an appropriate nature and form and in a reasonable amount for the protection of the trust estate or the ownership thereof;

21) to determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal or income, regardless of any rule of law or statute to the contrary;

22) to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or

trusts, and to determine the value of any such property;

23) to hold several trusts as a common fund and to make joint investments of funds in such trusts, dividing the net income therefrom among the beneficiaries of the several trusts proportionately;

24) to establish or refrain from establishing out of income and credit to principal reasonable reserves for the depreciation, obsolescence or depletion of tangible property, regardless of any rule of law or statute to the contrary;

25) to extend or renew any existing indebtedness, and to retain and enter into agreements to pay in the future, upon any terms and for any period of time that the Trustee deems advisable, any indebtedness of the Grantor existing on the date of his death, and which shall not have matured on or prior to the date of his death;

26) to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of

Doc#: 263937 | 10494/19292

any such property; to permit any such property to be lost by tax sale or other proceedings, or to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale or purchase option with respect to any property or lease;

27) to purchase, acquire or retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate and to participate in the conduct of any business with respect to its management and affairs which an individual could do as owner of the business, including but not limited to (a) the voting of stock and the determination of all questions of policy; (b) the execution of partnership agreements and amendments thereto; (c) the participation in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; (d) the investment of additional capital in, subscription to or purchase of additional stock or securities of, or the making of secured; unsecured or subordinated loans to, any business, with trust funds; (e) the election or employment with compensation as directors, officers, employees or agents of any business, or any persons, including a trustee or a director or agent of a trustee. If any such business is continued by the Trustee, the Trustee shall not be liable for any losses to the trust estate arising therefrom, and they may retain and continue such business without application to any court for authority to do so;

28) to lend the principal or income of the trust-estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person, partnership, corporation, trust or estate, including the estate of the Grantor or any person who shall be deemed to be a

grantor of the trust estate, upon such terms as the Trustee may deem advisable, with or without security and whether or not such loan is subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein (and even though the Trustee is acting in such other capacity); provided, however, that nothing herein contained shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to the Grantor or any person who shall be deemed to be a grantor of the trust estate or the estate of the Grantor or such person without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth;

29) to designate a name for any separate trust created hereunder, and a collective name for any two or more of such

Doc* 263937.1 10494/19292

trusts, and, from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts which shall be held hereunder by the Trustee under identical terms for identical beneficiaries and remaindermen; to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportions as the respective interests of such trusts therein;

30) to inspect, review and monitor periodically, or to require the inspection, review and monitoring, of any property which is or becomes a part of the Trust for the purpose of determining compliance with any environmental law, or regulation thereunder, affecting such property, with all such expenses of such inspection, review or monitoring being paid from income or principal as the Trustee may determine;

31) to take any and all actions the Trustee shall deem necessary to prevent, abate, clean up, or otherwise respond to actual or threatened violation of any federal, state or local law, rule or ordinance affecting any property held in the Trust relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substances that are prohibited or regulated by federal, state or local law; to take such

actions prior to the initiation of enforcement action by a federal, state or local agency; and to charge any such costs against income or principal, as the Trustee shall determine;

32) to release any power which will or may cause the Trustee to be considered an "owner" or "operator" of property held in the Trust, under the provisions of Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"). 42 U.S.C. § 9601. et seq. or which shall otherwise cause the Trustee to incur liability under CERCLA or any successor to such law or regulation thereunder; and

(33) to inspect and monitor businesses and real property

(whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible

violations on environmental laws; to remediate environmentally

damaged property or to take steps to prevent environmental damage

Doc* 263937.1 10494/19292

in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary.

2 Nominee Registration. The Trustee may cause stocks, bonds and other property, real or personal, belonging to the trust to be registered and held in the name of a nominee without mention of the trust in any instrument of record constituting or evidencing title thereto. The Trustee shall not be liable for the acts of the nominee with respect to any investment so registered. The records of the Trustee shall show at all times the ownership of the investment by the Trustee, and the stocks, bonds and other similar investments shall be in the possession and control of the Trustee and be kept separate and apart from assets which are the individual property of the Trustee.

3 Compensation. The Trustee shall be reimbursed for all

proper expenses incurred in the management and protection of each trust created hereunder and shall be entitled to reasonable compensation for services rendered.

4 Bonds or Court Approval. To the extent that any such requirements can legally be waived, no trustee shall ever be required to give any bond as trustee; to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or to obtain an order or the approval of any court in the exercise of any power or discretion hereunder.

5 Beneficiary as Trustee. Except with respect to any powers of appointment expressly granted herein to a beneficiary, no

Doc* 263937.1 10494/19292

1 9

trustee who is also a beneficiary of a trust created hereunder or who is legally obligated to support a beneficiary shall have any voice, determination or vote relating to any discretionary payments of the income or principal of the trust either to or for the benefit of the said trustee-beneficiary or to or for the benefit of any person whom the said trustee-beneficiary is legally obligated to support, when such distribution is or would be a full or partial discharge of such obligation. Notwithstanding anything herein to the contrary, if such trustee-beneficiary is acting as sole trustee of any trust created hereunder, such trustee may make discretionary distributions of income or principal of the trust solely for the health, maintenance and support of such trustee-beneficiary.

6 Relation with Third Persons. Anyone dealing with the Trustee shall not be obliged to inquire as to the Trustee's powers nor to see to the application of any money or property delivered to the Trustee and may assume that the trust is in full force and

effect, that the Trustee is authorized to act and that the Trustee's act is in accordance with the provisions of this instrument.

7 Custody of Assets. If a corporation is acting as cotrustee of any trust created hereunder together with one or more individuals, the corporate trustee shall have custody of the trust estate and may perform for the trustees all acts necessary for the acquisition and transfer of personal property and money, including the signing and endorsement of checks, receipts, stock certificates and other instruments, unless all of the trustees otherwise agree.

Doc# 263937.1 10494/19292

8 Delegation of Powers to Co-Trustee. Except as provided in Section 6.5, any trustee may at any time by a signed instrument delivered to a co-trustee delegate to the co-trustee any or all powers and discretion which the Trustee has under this instrument, including the power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with the co-trustee may rely without inquiry upon the certification of the co-trustee with respect to any delegation.

In the event there is more than one Trustee acting under this instrument, a majority of the Trustees may take any action authorized by this instrument. No non-participating or dissenting Trustee shall be liable for any action of the participating Trustees.

9 Accounts. Upon the request of any income beneficiary, the Trustee shall furnish to such beneficiary an account showing the receipts and disbursements of the trust estate and an account

showing the inventory of the trust estate; provided, however, that in no event shall an individual trustee be required to furnish such accounts more often than annually and a corporate trustee more often than quarter-annually.

10 Trustee's Discretion. The decision of the Trustee in exercising any of ' the discretions granted hereunder shall be conclusive and binding upon all persons.

11 Trustee's Liability. The Trustee shall be liable only for gross negligence or willful default, and no trustee shall be

Doc* 263937.1 10494/19292 21

liable for errors of judgment or acts or omissions of any cotrustee. The Trustee shall not be personally liable for any obligation of the trust and shall have power to bind the trust without binding the Trustee personally.

ARTICLE VII

SUCCESSOR TRUSTEES

7.1 Resignation of Trustee. Any Trustee may resign by giving written notice to each beneficiary of the trust (or such beneficiary's guardian or conservator, if such beneficiary is under

legal disability) and to each co-trustee of the trust, if any, and

to the resigning Trustee's successor as trustee.

7.2 Vacancies and Successor Trustees. Upon the death, resignation, inability or refusal to act of any Trustee, the following provisions shall be applicable:

a) In the case of BETTY G. FITZGERALD, the successor co-trustees shall be PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD.

b) With respect to each separate trust created for the benefit of a child of the Grantor, each child of the Grantor shall become sole Trustee of his or her separate trust. Thereafter, in the case of the resignation, removal, death, inability or refusal to act of that child of the Grantor, the other child of the Grantor shall become sole Trustee of that separate trust.

c) In the case of the first of PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, no successor shall

Doc# 263937 1 10494/19292

2 2

be appointed and the remaining co-trustee shall continue to act.

d) In the case of the second of PATRICK J. FITZGERALD and MICHAEL K. FITZGERALD, the successor shall be NEW CENTURY BANK.

e) In the case of NEW CENTURY BANK or any successor corporate trustee, a successor shall be appointed by an instrument in writing signed by each of the persons then entitled to receive or eligible to have the benefit of the income from the trust estate and having endorsed thereon the acceptance of such successor; provided, however, that any such successor so appointed shall be a bank or trust company, wherever located, authorized to accept and administer trusts and having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000.00).

7.3 Powers. Rights and Duties of Successor. A successor trustee shall automatically acquire the title to each trust asset which was vested in the predecessor of such successor trustee, but any predecessor trustee shall execute all documents and do all acts necessary to vest such title in such successor trustee.

A successor trustee shall have all the rights, powers, duties, discretions, immunities, authorities and obligations which are granted to or imposed on the predecessor. A successor trustee shall be under no duty to inquire into the acts or doings of a

Doc* 263937.1 10494/19292

predecessor trustee, and is not liable for any act or failure to act of a predecessor trustee.

With the approval of a majority in interest of the beneficiaries entitled to receive or eligible to have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

5 Liability of Successor Trustee. No successor trustee shall be liable for the acts or defaults of any predecessor trustee, nor for any loss or expense from anything done or neglected to be done by any predecessor trustee, but such successor trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee and a successor trustee may accept the account rendered and the property received as a full and complete discharge to assets and property delivered to him by the predecessor trustee without incurring any liability for,

and shall incur no liability to any person beneficially interested in any separate trust by reason of so doing.

6 Minor or Incompetent. The representative of the estate of a beneficiary under legal disability or a spouse, parent, adult child, or guardian of the person of a beneficiary for whose estate no representative has been appointed, may act for the beneficiary in receiving and approving any account of the Trustee, executing any receipt, removing a trustee, receiving any notice from the

Doc#: 263937 1 10494/19292

2 4

Trustee and appointing successor trustees and executing documents therewith.

ARTICLE VIII CONSTRUCTION AND

MISCELLANEOUS

1 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

2 Applicable Law. The law of the State of Illinois shall govern the validity and interpretation of the provisions of this instrument:

3 Gender and Number. Wherever the context requires, words imparting a particular gender shall include the other genders and words used in plural or collective sense shall include the singular and vice versa.

4 Meaning of Majority. Wherever reference is made herein to a majority in interest of current beneficiaries and their interests are indefinite, then such term shall mean a majority in number.

5 Action for Person Under Disability. Unless otherwise provided herein, the parent, guardian or conservator of a beneficiary under a legal

disability shall receive notice and have authority to act for such current beneficiary.

6 Heirs-at-law. The term "heirs-at-law" shall mean those persons who would then be the heirs-at-law as determined by the then existing laws of descent and distribution of the state of domicile as if the Grantor had died intestate at such time.

Doc* 263937 1 10494/19292 2 5

The parties have executed this Trust Agreement as of the 1st day of January, 2001.

Grantor

BETTY L. FITZGERALD, as
Trustee

O

Doc* 263937 | 10494/19292

SCHEDULE A JAMES E. FITZGERALD GRANTOR TRUST
AMENDED AND RESTATED DECLARATION OF TRUST OF BETTY
G. FITZGERALD

On or as of May 1, 1992, BETTY G. FITZGERALD, hereinafter referred to as the "Grantor", executed a certain declaration of trust (the "Trust") with herself as Trustee, hereinafter referred to as the "Trustee", wherein the Grantor reserved the right at any time or times during her lifetime, by instrument in writing delivered to the Trustee, to amend or revoke the Trust in whole or in part.

Pursuant to such right, the Grantor desires to amend the Trust in many particulars and believes that the amendments will be better understood if the entire Trust is restated.

Accordingly, in exercise of the right reserved to her, the Grantor hereby amends the Trust in its entirety by substituting for it this Amended and Restated Declaration of Trust.

The Grantor has caused the property described on the attached Schedule A to be transferred to the trust created hereunder. In addition, the Grantor has caused or will cause the Trustee to be designated as either the primary or contingent beneficiary of the life insurance policies and other death benefits described in the attached Schedule B. The said property described in Schedule A and all investments and reinvestments thereof and additions thereto, the proceeds of the said policies and death benefits described in Schedule B and the proceeds of

any other policies or other death benefits of which the Trustee may be designated as beneficiary, and any other property that may be received by the Trustee shall be

Doc# 201256 Ver# 1

hereinafter referred to as the "trust estate" and shall be held and disposed of by the Trustee upon the terms, trusts and conditions hereinafter set forth.

This instrument and the trusts evidenced hereby, as amended from time to time, may be designated the "DECLARATION OF TRUST OF BETTY G. FITZGERALD."

ARTICLE I

RIGHT TO AMEND OR REVOKE

The Grantor, at any time or times, by a written instrument, signed and delivered to the Trustee during the Grantor's life may amend or revoke this agreement in whole or in part. The trust property to which any revocation relates shall be conveyed to the Grantor or otherwise as the Grantor may direct. Upon the death of the Grantor, this trust shall be irrevocable.

ARTICLE II

FAMILY MEMBERS

1 Husband. The Grantor is presently married to JAMES E. FITZGERALD, hereinafter referred to as the "Grantor's husband."

2 Children. At the present time, the Grantor's children are as follows: PATRICK FITZGERALD and MICHAEL FITZGERALD.

As used herein, the words "child" and "children" shall refer only to first generation descendants of the Grantor, including children hereafter

born or adopted.

Doc# 201256 Ver# 1

ARTICLE III RIGHTS WITH RESPECT TO INSURANCE

POLICIES

The Grantor hereby retains during her life all rights under all insurance policies or other death benefits of which the Grantor is owner and the Trustee is designated as beneficiary, including but not limited to the right to permit any insurance policy to lapse, to surrender such policy for a paid-up policy or its cash surrender value, to assign such policy, to use such policy as security for any purpose whatsoever, to change the manner in which and the beneficiaries to whom such policy shall be payable at the maturity thereof, to apply automatic loan provisions for the payment of premiums, and to direct that the payment of dividends or other distributions under such policy be made in cash or be applied toward the reduction of premiums or the purchase of paid-up additions, extended or additional insurance or be left at interest. All such rights may be exercised by the Grantor without the consent or joinder of the Trustee, and the rights of the assignee of any policy shall be superior to the rights of the Trustee. If any policy lapses or is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to it. During the Grantor's life the Trustee shall have no responsibility with respect to any policies for the payment of premiums or otherwise, except to hold any policies which may be received by the Trustee for safekeeping and to deliver them upon the Grantor's written

request. Upon the death of the Grantor, the Trustee shall collect the net proceeds of any policy on the life of the Grantor held by

Doc# 201256 Vert 1 3

or known to and payable to the Trustee and shall deliver any policies on the Grantor's life held by the Trustee and payable to other beneficiaries as those beneficiaries may direct. Payment to and the receipt of the Trustee shall be a full discharge of the liability of any insurer and any other person or entity which shall be obligated to pay or distribute a death benefit. The Trustee need not engage in litigation to enforce payment of the proceeds of any such policy or any employee benefit plan or other death benefit without indemnification satisfactory to the Trustee for any resulting expense.

ARTICLE IV

DISPOSITIVE PROVISIONS DURING LIFE OF GRANTOR

4.1 Distributions. During the life of the Grantor, the Trustee shall distribute to the Grantor, or otherwise as the Grantor shall direct, such amounts of the income and principal of the trust estate as the Grantor from time to time requests. If, however, at any time or times the Grantor shall be unable to manage her affairs, the Trustee may use such amounts of the income and principal of the trust estate as the Trustee deems necessary or advisable for the Grantor's health, maintenance and support, or for any other purpose the Trustee considers to be for the Grantor's best interest, and for the health, maintenance and support of any person that the Trustee determines to be financially dependent on the Grantor. Any undistributed income shall be accumulated and added to the principal of the trust estate from time to time as the Trustee shall determine.

Doc# 201256 Vert-1 4

2 Unable to Manage Affairs. For the purposes of this declaration, the Grantor shall be considered to be unable to manage her affairs if she is under legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to the Grantor's inability at any time shall be made by the Grantor's then attending physician and by the Grantor's husband, if living and not disabled, otherwise by that physician and a majority of the Grantor's then living adult children who are not disabled, and the Trustee may rely upon written notice of that determination.

3 Gifts During Lifetime of Grantor. The Trustee who is also the Grantor may make gifts from the trust estate from time to time. A Trustee who is not the Grantor may make gifts from the trust estate, outright, in trust or otherwise, to such one or more of the Grantor's descendants, or spouses of the Grantor's descendants, except that the aggregate amount of gifts to one individual during any calendar year shall not exceed the amount excludible from gifts under Section 2503 of the Internal Revenue Code of 1986 ("IRC"), as amended, including, if applicable, any gift exclusion attributable to gift splitting of the Grantor's spouse under IRC Section 2513, as amended, and as may be adjusted for inflation pursuant to IRC Section 2503, as amended.

PAYMENT OF TAXES AND ESTATE EXPENSES

5.1 In General. After the Grantor's death, if the Grantor has no probate estate or to the extent that the cash and readily-marketable assets of the Grantor's probate estate (other than tangible personal property) are insufficient, the Trustee shall pay all funeral expenses, expenses of the Grantor's last illness and costs of administration, including ancillary', all other proper charges against the estate of the Grantor and all estate and inheritance taxes, and all federal and state generation-skipping taxes on direct skips of which Grantor is the transferor, including any interest and penalties thereon, assessed by reason of the Grantor's death, except that amount, if any, by which such taxes shall be increased as a result of (a) the inclusion of property over which the Grantor may have a qualifying income interest for life, a power of appointment or which the Grantor had an income interest for life for which a marital deduction was elected and allowed; or (b) generation-skipping taxes caused by a disclaimer or by a direct skip from a trust not established hereunder, shall be paid by the person holding or receiving such property. Any such payments made by the Trustee shall not be reimbursed by the executor or administrator of the Grantor's probate estate, if any, hereinafter referred to as the "Grantor's personal representative, " by any beneficiary of insurance upon the Grantor's life, or by any other person. " The Trustee may make such payments directly or may pay over the amounts thereof to the Grantor's personal

Doc* 201256 Ver#:16

representative, if any. Written statements by the Grantor's personal representative of the sums to be paid hereunder shall be sufficient

evidence of their amount and propriety, and the Trustee shall be under no duty to see to the application of any such payments. All such payments shall be made from and charged against the principal of the trust estate. In no event shall any asset not includible in the Grantor's gross estate (as defined in the Internal Revenue Code) be used for the foregoing purposes, but this sentence shall not limit the power of the Trustee to purchase assets from the Grantor's estate. The Trustee's selection of assets to be sold for the purpose or to satisfy any pecuniary gifts, and the effects thereof, shall not be subject to question by any beneficiary.

The balance of the trust estate which remains after the foregoing payments have been made or provided for shall be held and disposed of as hereinafter provided.

5.2 Allocation of Generation-Skipping Tax Exemption. The Trustee shall allocate (or direct the Grantor's executor to allocate) the Grantor's generation-skipping tax exemption as it deems advisable, except that the exemption shall be allocated (a) first to property given by the Grantor hereunder or under the Grantor's Will rather than by another, or appointed by the Grantor; and (b) to a direct skip caused by a disclaimer only if no other allocation is possible.

Doc# 201256 Ver# 1

ARTICLE VI DIVISION ON GRANTOR'S

DEATH

1 Division of Trust Estate. If the Grantor's husband survives the Grantor, the Trustee shall, as of the date of death of the Grantor, divide

the trust estate into two separate trusts, which trusts shall be designated as the "Marital Trust" and the "Family Trust".

2 Creation of Family Trust. The Trustee shall allocate to the Family Trust (a) all assets or the proceeds of any asset as to which a federal estate tax marital deduction would not be allowable; and (b) in addition, the largest pecuniary amount, which will not result in or increase the federal estate tax payable by reason of the Grantor's death. In determining the pecuniary amount to be set aside as the Family Trust, the Trustee shall (a) consider all credits, deductions and exclusions allowed to the Grantor's estate for federal estate tax purposes, but shall consider the credit for state death taxes only to the extent the use of such credit does not increase the total death taxes payable by the Grantor's estate; (b) assume that the Marital Trust qualifies for the federal estate tax marital deduction and the Family Trust does not qualify for such deduction; and (c) disregard any disclaimers. The Trustee shall allocate to the Family Trust cash, securities and other property or interests in property, including real estate and interests therein, employing for such purpose values current at the date or dates of allocation. If the Grantor's husband shall not

Doc* 201256 Vert 1

survive the Grantor, the Family Trust shall consist of the entire trust estate.

3 Creation of Marital Trust. . If the Grantor's husband survives the Grantor, all of the trust estate which has not been allocated to and set aside as the Family Trust shall, as of the date of death of the Grantor, be set aside as the Marital Trust. No asset or the proceeds of

any asset shall be allocated to the Marital Trust as to which a federal estate tax marital deduction would not be allowable. Provided, however, that if Grantor's husband or his personal representative disclaims part or all of his interest in the Marital Trust, the Trustee shall add the disclaimed interest to the Family Trust. Unless otherwise disclaimed, the Grantor's husband shall have all the rights and benefits in the interest so added as specified in the Family Trust, except that he shall have no power to appoint any disclaimed property.

4 Simultaneous Death. For purposes of this Trust Agreement, if the Grantor and the Grantor's husband shall die under such circumstances that there is no sufficient evidence that they died otherwise than simultaneously, the Grantor's husband shall be deemed to have predeceased the Grantor.

ARTICLE VII

DIVISION OF FAMILY TRUST

7.1 Division of Family Trust. The Trustee shall, as of the date of death of the Grantor, divide the Family Trust into two separate trusts, the "Family GST Exempt Trust" and the "Family GST Nonexempt Trust". The Family GST Exempt Trust shall consist of

Doc# 201256 Ver# 19

that fraction of the Family Trust, the numerator of which is the Grantor's generation-skipping transfer exemption not allocated during her life, under the preceding provisions of this agreement, under her Will, or otherwise, and the denominator of which is the value of the assets of the Family Trust for federal estate tax purposes in her estate, except that if the numerator is greater than the denominator, the fraction shall be one (1). The Family GST Nonexempt Trust shall consist of the balance of the

Family Trust, if any.

2 Allocation of Assets. In dividing the Family Trust, the Trustee shall allocate to each trust cash, securities and other property or interests in property, including real estate and interests therein, employing for such purpose values current at the date or dates of allocation. The Trustee may allocate assets on a pro rata and non-pro rata basis and shall allocate assets for that purpose as of the date or dates of allocation.

3 Allocation of Generation-skipping Tax Exemption. The Trustee shall allocate (or direct the Executor of the Grantor's estate to allocate) the GST exemption to the Family GST Exempt Trust to the extent necessary to exempt the Family GST Exempt Trust from generation-skipping tax.

ARTICLE VIII

FAMILY GST EXEMPT TRUST

The Family GST Exempt Trust shall be held, administered and distributed as hereinafter provided.

Doc#. 201256 Ver#:1

1 Income During Life of Husband. The Trustee may pay such part or all of the net income of the Family GST Exempt Trust to the Grantor's husband in convenient installments at least as often as quarter-annually as the Trustee determines to be necessary or advisable for his health, maintenance and support. In addition, after providing for the foregoing payments, the Trustee may pay to or use for the benefit of one or more of the Grantor's descendants such part or all of any income not distributed to the Grantor's husband as the

Trustee determines to be necessary or advisable for their respective education, health, maintenance and support. Provided, however, that no such distribution of income of the Family GST Exempt Trust shall be made to or for the benefit of the Grantor's husband until the Marital GST Exempt Trust and the QTIP

...^J portion of the Marital GST Nonexempt Trust are exhausted or there are no readily marketable assets remaining in the Marital GST Exempt Trust or the QTIP portion of the Marital GST Nonexempt Trust, and that payments of income to a descendant of the Grantor should, where practicable, be made from the Family GST Nonexempt Trust rather than from the Family GST Exempt Trust. Any income which is not so distributed shall be accumulated and added to principal at such time or times that the Trustee deems advisable but not less frequently than annually.

2 Discretionary Distributions of Principal During Lifetime of Husband. The Trustee may distribute to or use for the benefit of one or more persons among the Grantor's husband and such of her descendants as shall be living from time to time such portions of

i

Doc# 201256 Ver#.1.11

the principal of the Family GST Exempt Trust as the Trustee from time to time deems to be necessary or advisable for their respective health, maintenance and support, or for the education of the Grantor's said descendants; provided, however, that no such distribution of principal of the Family GST Exempt Trust shall be made to or for the benefit of the Grantor's husband until the Marital GST Exempt Trust and the QTIP portion of Marital GST Nonexempt Trust are exhausted or there are no readily

marketable assets remaining in Marital GST Exempt Trust or the QTIP portion of the Marital GST Nonexempt Trust, and that payments of principal to a descendant of the Grantor should, where practicable, be made from the Family GST Nonexempt Trust rather than from the Family GST Exempt Trust.

ARTICLE IX

DISTRIBUTION OF FAMILY GST EXEMPT TRUST FOLLOWING DEATH OF HUSBAND

Upon the death of the survivor of the Grantor and the Grantor's husband, the Family GST Exempt Trust shall be held, administered and distributed by the Trustee as hereinafter provided.

9.1 Division Into Separate Trusts. The Trustee shall divide the balance of the principal and undistributed income, if any, of the Family GST Exempt Trust, as then constituted, into separate trusts of equal value, creating one trust for each child of the Grantor then living and one trust for the then living descendants, collectively, of each deceased child. Each separate trust created

Doc#: 201256 Merit. I

for the descendants of a deceased child shall be further divided into separate trusts, per stirpes, among the descendants of such deceased child. Each separate trust created for a descendant of a deceased child of the Grantor and each separate trust created for a child of the Grantor shall be held, administered and distributed as hereinafter provided.

2 Distributions of Income and Principal. The Trustee may distribute to or use for the benefit of each descendant of the Grantor for whom a separate trust has been created under this Article such portions of the income and principal of his or her separate trust as the Trustee deems to be necessary or advisable for the health, maintenance and support of

such descendant. Any such income which is not so used or distributed by the Trustee shall be accumulated and added to the principal of the trust estate at such time or times as the Trustee deems advisable, but not less frequently than annually.

3 Limited Power of Appointment. Upon the death of a descendant of the Grantor before complete distribution of his or her separate trust, such descendant's separate trust or the remainder thereof shall be distributed to or for the benefit of any one or more of such of the Grantor's then living descendants in such proportions and upon such terms, conditions and trusts as such descendant may appoint by his or her Will, specifically referring to the power hereby granted.

4 Failure to Exercise Power of Appointment. To the extent that a descendant shall fail validly to exercise the foregoing

Doc#-201256 Ver#:1 13

power of appointment, the balance of his or her separate trust, upon his or her death, shall be distributed to his or her then living descendants, per stirpes, or if no such descendant shall have survived such deceased descendant, to the Grantor's then living descendants, per stirpes; subject, however, to the holdback provisions hereof. Provided, however, that each portion otherwise distributable to a descendant of the Grantor for whom a separate trust is then being held under this Article shall be added thereto and shall thereafter be held as a part thereof and subject to all the terms and conditions then and thereafter pertaining thereto.

ARTICLE X

FAMILY GST NONEXEMPT TRUST

The Family GST Nonexempt Trust shall be held, administered and

distributed by the Trustee as hereinafter provided.

10.1 Income During Life of Husband. The Trustee may pay such part or all of the net income of the Family GST Nonexempt Trust to the Grantor's husband in convenient installments at least as often as quarter-annually as the Trustee determines to be necessary or advisable for his health, maintenance and support. In addition, after providing for the foregoing payments, the Trustee may pay to or use for the benefit of one or more of the Grantor's descendants such part or all of any income not distributed to the Grantor's husband as the Trustee determines to be necessary or advisable for their respective education, health, maintenance and support. Any income which is not so distributed shall be accumulated and added

Doc* 201256 Ver#:1

to principal at such time or times that the Trustee deems advisable.

10.2 Discretionary Distributions of Principal During Lifetime of Husband. The Trustee may distribute to or use for the benefit of one or more persons among the Grantor's husband and such of her descendants as shall be living from time to time such portions of the principal of the Family GST Nonexempt Trust as the Trustee, from time to time, deems to be necessary or advisable for their respective health, maintenance and support, or for the education of the Grantor's said descendants; provided, however, that no such distribution of principal from the Family GST Nonexempt Trust shall be made to or for the benefit of the Grantor's husband until the Marital GST Exempt Trust or the QTIP portion of the Marital GST Nonexempt Trust are exhausted or there are no readily marketable assets remaining in the Marital GST Exempt Trust or the QTIP portion of the Marital Nonexempt Trust. Any payment made to a descendant

to permit such descendant to purchase a personal residence or to purchase, initiate or invest in a business shall be considered an advancement. No such payment made for other purposes shall be considered an advancement.

ARTICLE XI

**DISTRIBUTION OF FAMILY GST NONEXEMPT TRUST
FOLLOWING DEATH OF HUSBAND**

Upon the death of the survivor of the Grantor and the Grantor's husband, the Family GST Nonexempt Trust shall be held,

Doc#. 201256 Vert I

administered and distributed by the Trustee as hereinafter provided.

1 Division Into Separate Trusts. The Trustee shall divide the balance of the principal and undistributed income, if any, of the Family GST Nonexempt Trust, as then constituted, into separate trusts of equal value, creating one trust for each child of the Grantor then living, and one trust for the then living descendants, collectively, of each deceased child. The separate trust created for the descendants of a deceased child shall be further divided into separate trusts, per stirpes, for the descendants of such deceased child. Provided, however, that the amounts of any distributions considered advancements pursuant to Section 10.2 shall, for the purpose of determining such division, be added to the said balance of principal and undistributed income and shall be charged, without interest, against the separate trust created for the child or descendants of the child to whom such distributions were made. Each separate trust created for a descendant more remote than a child of the Grantor shall be distributed immediately, to such descendant, subject, however, to the holdback provision hereof. Each separate trust created for a child of the

Grantor shall be distributed to such child, outright and free of trust.

2 General Power of Appointment. Upon the death of a child of the Grantor before complete distribution of his or her separate trust under this Article such separate trust or the remainder thereof shall be distributed to such person or persons, the

Doc# 201256 Vert: 1 16

creditors of such child, the estate of such child or the creditors of the estate of such child, in such proportions and upon such terms, conditions and trusts as such child may appoint by his or her Will, specifically referring to the power hereby granted, except that he or she may appoint any of his or her separate trust not subject to withdrawal immediately prior to his or her death only to the Grantor's then living descendants.

11.3 Failure to Exercise Power of Appointment. To the extent that a child shall fail validly to exercise the foregoing power of appointment, the balance of his or her separate trust, upon his or her death, shall be distributed to his or her then living descendants, per stirpes, or if no such descendant shall have survived such deceased child, to the Grantor's then living descendants, per stirpes; subject, however, to the holdback provisions hereof and except that each portion otherwise distributable to a descendant of the Grantor for whom a separate trust is then being held, under this Article, shall be added thereto and shall thereafter be held as a part thereof and subject to all the terms and conditions then and thereafter pertaining thereto.

ARTICLE XII

DIVISION OF MARITAL TRUST

12.1 Division of Marital Trust. If the Grantor's husband survives the

Grantor, the Trustee shall, as of the date of death of the Grantor, divide the Marital Trust into two separate trusts, the "Marital GST Exempt Trust" and the "Marital GST Nonexempt Trust".

Doc#-201256 Ver*-1 17

The Marital GST Exempt Trust shall consist of that fraction of the Marital Trust, the numerator of which is the Grantor's generation-skipping tax exemption not allocated during Grantor's life, under the preceding provisions of this agreement, under the Grantor's Will, or otherwise, and the denominator of which is the value of the assets of the Marital Trust for federal estate tax purposes in the Grantor's estate, except that if the numerator is greater than the denominator, the fraction shall be one (1). The Marital GST Nonexempt Trust shall consist of the balance of the Marital Trust, i f any.

2 Allocation of Assets. In dividing the Marital Trust, the Trustee shall allocate to each trust cash, securities and other property or interests in property, including real estate and interests therein, employing for such purpose values current at the date or dates of allocation. The Trustee may allocate assets on a pro rata and non-pro rata basis and shall allocate assets for that purpose as of the date or dates of allocations. Unproductive property shall not be held as an asset of the Marital GST Exempt Trust or the Marital GST Nonexempt Trust for more than a reasonable time during the lifetime of the Grantor's husband without his consent.

3 Qualified Terminable Interest Property Election for Marital GST Exempt Trust. The Grantor directs the personal representative of the Grantor's estate to elect to have all of the Marital GST Exempt Trust treated as qualified terminable interest property for federal estate tax

purposes.

Doc# 201256 Verf.1 18

^ 12.4 Qualified Terminable Interest Property Election
for

Marital GST Nonexempt Trust. The personal representative of the Grantor's estate may elect to have a specific portion or all of the Marital GST Nonexempt Trust, hereinafter referred to as the "QTIP portion," treated as qualified terminable interest property for federal estate tax purposes. If such an election is made as to less than all of the Marital GST Nonexempt Trust, the QTIP portion shall be expressed as a fraction of the Marital GST Nonexempt Trust and the value of the QTIP portion at any time shall be determined by multiplying the value of the Marital GST Nonexempt Trust at that time by the fraction then in effect. For the purpose of determining the QTIP portion that will be included in the gross estate of the Grantor's husband for federal estate tax purposes,

\

the fraction shall be adjusted each time a principal distribution from the Marital GST Nonexempt Trust is made. Such adjustment shall be made by first restating the fraction so that the numerator and denominator are the fair market values of the QTIP portion and the Marital GST Nonexempt Trust, respectively, immediately prior to the payment, and then subtracting the amount of the payment from both the numerator and denominator; provided, however, that the numerator may not be reduced below zero. Such new fraction shall govern until another principal distribution is made from the Marital GST Nonexempt Trust.

12.5 Reverse Qualified Terminable Interest Property Election for Marital GST Exempt Trust. The Trustee may elect (or direct the personal representative of the Grantor's estate to elect) to have

i
/

Doc#. 201256 Ver# I 19

all of the Marital GST Exempt Trust treated for generation-skipping tax purposes as if no election to treat the Marital GST Exempt Trust as qualified terminable interest property has been made. The Trustee may allocate (or direct the personal representative of the Grantor's estate to allocate) the GST exemption to the Marital GST Exempt Trust to the extent necessary to exempt such trust from the generation-skipping tax.

12.6 Income" From Qualified Plans. For the purposes of determining the income or principal of any trust created under this instrument, periodic annuity distributions from a qualified employee benefit plan or individual retirement account shall be treated as income. Lump-Sum distributions and other non-periodic distributions shall be principal.

To the extent that any Marital Trust is the beneficiary under any qualified employee benefit plan or individual retirement account ("IRA"), the trustee shall be required to elect a method of distribution from such plan or IRA such that all the current income of the assets attributable to such benefit shall be distributed currently to such Marital Trust, and such distributions of income shall be deemed income under the Marital Trust. Any required distributions in excess of current income shall be deemed principal under the Marital Trust. If the required distribution is less than current income, the Trustee shall demand an additional distribution from such plan or IRA to equal the shortfall. With respect to any benefits from any qualified employee benefit plan or individual

retirement account to any trust hereunder in which the Grantor's

Doc# 201256 Ver#:1

20

spouse is a beneficiary, such spouse shall be deemed the designated beneficiary of such trust.

ARTICLE XIII

DISTRIBUTION OF MARITAL GST EXEMPT TRUST

The Marital GST Exempt Trust shall be held, administered and distributed as hereinafter provided.

1 Income. Commencing with the death of the Grantor, the Trustee shall pay all of the net income of the Marital GST Exempt Trust to the Grantor's husband in convenient installments at least as often as quarterly during his lifetime.

2 Discretionary Distributions of Principal. The Trustee may distribute to the Grantor's husband or use for his benefit such portions of the principal of the Marital GST Exempt Trust as the Trustee from time to time deems to be necessary or advisable for his health, maintenance and support. Provided, however, that no such distribution shall be made to or for the benefit of the Grantor's husband until the Marital GST Nonexempt Trust is exhausted or there are no readily marketable assets remaining in the Marital GST Nonexempt Trust.

3 Distribution Following Death of Husband. Upon the death of the Grantor's husband, the Marital GST Exempt Trust shall be added to or used to fund the Family GST Exempt Trust, except that, unless (a) the Grantor's husband expressly directs otherwise by his Will or by any trust established by him during his lifetime and in effect at the date of his death; or (b) such taxes are not paid from the Marital GST Nonexempt

Trust, as hereinafter provided, the

Doc# 201256 Ver* 1 21

Trustee shall first pay from the principal of the Marital GST Exempt Trust, directly to the taxing authorities or otherwise as the Trustee deems advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of the Grantor's husband shall be increased as a result of the inclusion of the Marital GST Exempt Trust in his estate for such tax purposes. The Trustee's selection of assets to be sold to pay that amount, and the tax effects thereof., shall not be subject to question by any beneficiary. Notwithstanding any other provision of this Agreement, all income of the Marital GST Exempt Trust accrued or undistributed at the death of the Grantor's husband shall be paid to his estate.

ARTICLE XIV

DISTRIBUTION OF MARITAL GST NONEXEMPT TRUST

The Marital GST Nonexempt Trust shall be held, administered and distributed as hereinafter provided.

1 Income. Commencing with the death of the Grantor, the Trustee shall pay all of the net income of the Marital GST Nonexempt Trust to the Grantor's husband in convenient installments at least as often as quarterly during his lifetime.

2 Discretionary Distributions of Principal. The Trustee may distribute to the Grantor's husband or use for his benefit such portions of the principal of the Marital GST Nonexempt Trust as the Trustee from time to time deems to be necessary or advisable for his health, maintenance and support.

Doc#. 201256 Ver* 1

14.3 Division Following Death of Husband. Upon the death of the Grantor's husband, the Trustee shall divide the Marital GST Nonexempt Trust in equal shares, creating one share for each child of the Grantor then living and one share for the then living descendants, collectively, of each deceased child. Each share created for the descendants of a deceased child shall be further divided, per stirpes, for the descendants of the deceased child. Provided, however, unless the Grantor's husband expressly directs otherwise by his Will or by any trust established by him during his lifetime and in effect at the date of his death, the Trustee shall first pay from the principal of the Marital GST Nonexempt Trust (and to the extent possible from the QTIP portion thereof) directly to the tax authorities or otherwise as the Trustee deems advisable, _./' the amount by which the estate and inheritance taxes assessed by reason of the death of the Grantor's husband shall be increased as a result of the inclusion of the Marital GST Nonexempt Trust and the Marital GST Exempt Trust in his estate for such tax purposes, but only if after such payment, the Marital GST Exempt Trust would be exempt from generation-skipping tax. Provided, further, that any share of a descendant of the Grantor shall be divided into two shares for such descendant, each to be designated, singly, as a "GST Exempt Share" and a "GST Nonexempt Share". Notwithstanding any other provision of this Agreement, all income of the Marital GST Nonexempt Trust accrued or undistributed at the death of the Grantor's husband shall be paid to his estate.

i

Doc#. 201256 Ver# 1 23

4 Creation of GST Exempt Share and GST Nonexempt Share. Each GST Exempt Share is intended to be completely exempt from generation-skipping tax and shall consist of that fraction of the share being divided, the numerator of which is the generation-skipping tax exemption of the Grantor's husband not specifically allocated during his life, under his Will or under the provisions of any trust instrument of which he is the grantor, and the denominator of which is the value of the Marital GST Nonexempt Trust for federal estate tax purposes included in his estate, net of all payments specified under the preceding provisions of this Article, except that if the numerator is greater than the denominator, the fraction shall be one (1) . The GST Nonexempt share shall be the balance of the share, if any.

5 Consolidation of GST Exempt Share and GST Nonexempt Share. Each GST Exempt Share created for a descendant shall be added to the trust created for such descendant under Article IX, or if none, distributed outright to such descendant, subject, however, to the holdback provisions herein. Each GST Nonexempt Share created for a descendant shall be added to the trust created for such descendant under Article XI, or if none, distributed outright to such descendant, subject, however, to the holdback provisions herein.

ARTICLE XV

DISTRIBUTIONS TO BENEFICIARIES

15.1 Discretionary Distributions. The Trustee shall exercise the discretionary powers herein conferred primarily to benefit the

Docff 201256 Ver#:1 24

beneficiary rather than the remaindermen. If there is more than one beneficiary of any separate trust, distributions may be made to all or any

one or more of such beneficiaries in such equal or unequal proportions and amounts as the Trustee shall determine, and, except as specifically provided herein to the contrary, there shall be no adjustment among said beneficiaries by reason of any such distribution. Any net income of a separate trust which is not distributed by reason of the Trustee's exercise of discretion, shall be accumulated and added to the principal of such trust at such time or times as the Trustee deems advisable

2 Health, Maintenance and Support. The "health,
2 maintenance and support" of a beneficiary shall include without
2 limitation medical, dental and psychiatric care and educational
2 endeavors. In applying such standards, the Trustee shall
consider

2 the standard of living to which such beneficiary shall have been
2 accustomed at the time of the Grantor's death and the other
income

2 and resources known to the Trustee to be available to the
2 beneficiary for such purposes (including any other distributions
2 made to the beneficiary pursuant to this agreement and the
income

2 and resources of any person who shall be legally obligated to
2 support the beneficiary).

3 Best Interests. It is the Grantor's intention that the "best
interests" of a beneficiary include any educational, business or personal
endeavor which the Trustee deems to be in his or her best interests. In
that connection, the Trustee may make distributions to permit a
beneficiary to travel for educational or

pleasure purposes; to permit a beneficiary to purchase or furnish a personal residence; or to permit a beneficiary to purchase, initiate or invest in a business which the Trustee deems to be sound or promising, even though said business might be the type of investment in which, because of its risk, the Trustee would not or could not invest the trust estate.

4 Education. The "education" of a beneficiary shall include without limitation college, post-graduate, professional, vocational, language and artistic studies.

5 Beneficiary Under Disability. In the event that income or principal shall become distributable free of any trust to a minor beneficiary, to a beneficiary under other legal disability or to a beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the sole opinion of the Trustee, unable properly to administer such amounts, then such amounts may be used by the Trustee directly for the best interests of the beneficiary or distributed by the Trustee for the benefit of the beneficiary in such one or more of the following ways as the Trustee deems advisable:

- a) directly to the beneficiary;
- b) to the legally appointed guardian or conservator of the beneficiary, if any;
- c) to an adult relative or friend of the beneficiary; or
- d) to a custodian for the beneficiary under a Uniform Transfers to Minors Act;

Doc* 201256 Ver*1

and the receipt of any such distributee shall constitute a full release

and discharge to the Trustee upon making such distribution, and the Trustee shall not be obligated to see to the application of any money or property so distributed.

ARTICLE XVI

GENERAL PROVISIONS REGARDING ADMINISTRATION OF EACH TRUST

16.1 Holdback Provisions for Beneficiaries. If at any time part or all of the principal of any trust created hereunder shall be distributable to a beneficiary who is under a legal disability or who has not yet attained twenty-one (21) years of age and for whose benefit a separate trust is not then being held hereunder, the distributable share of such beneficiary shall at once vest in him or her, but the Trustee, notwithstanding any provisions for distribution, shall either (a) establish with such distributable share a custodianship for the beneficiary under a Uniform Transfers to Minors Act, designating the parent or a relative of the beneficiary as the custodian, or (b) continue to hold such distributable share as a separate trust for the beneficiary, using so much of the net income and principal as the Trustee deems to be necessary or advisable for the education, health, maintenance, support and best interests of such beneficiary, accumulating and adding to principal any net income not so used, and distributing to such beneficiary upon attaining twenty-one (21) years of age or removal of the legal disability, if later, the then remaining principal and any accumulated income therefrom.

Docff. 201256 Veitfl

2 Ultimate Distribution. If, at the death of the last survivor of the Grantor, the Grantor's husband and the Grantor's last surviving

descendant, any portion of any trust created hereunder, except a trust created pursuant to the holdback provisions hereof remains undistributed under the foregoing provisions hereof or pursuant to the exercise of a power of appointment created hereunder, then such trust shall be distributed by the Trustee as follows: (a) fifty percent (50%) thereof to the Grantor's heirs-at-law; and (b) fifty percent (50%) thereof to the heirs-at-law of the Grantor's husband.

3 Undistributed Income of Deceased Beneficiary. Upon the death of any beneficiary of any trust created hereunder, except with respect to the Marital GST Exempt Trust and Marital GST Nonexempt Trust, any accrued, accumulated or undistributed income which would have been payable to such beneficiary had such beneficiary continued to live, shall be paid as income to the next beneficiary succeeding in interest.

4 Perpetuities. Notwithstanding anything herein to the contrary, the trusts under this agreement shall terminate not later than twenty-one (21) years after the death of the last survivor of the Grantor, the Grantor's husband and the Grantor's descendants who are living on the date of death of the Grantor, at the end of which period the Trustee shall distribute each trust to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to receive income, or if their interests are indefinite, then in equal shares.

Doc* 201256 Ver* 1 28

5 Discretionary Termination. The Trustee, in the Trustee's sole discretion, may terminate any trust hereunder if the Trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the trust. If so terminated, the Trustee may distribute the assets of such trust then in the possession of the

Trustee to the Grantor's husband if he is then living, or if he is not then living to the then income beneficiary or beneficiaries in the proportions in which they are then entitled to receive income, or, if their respective rights to receive income are discretionary with the Trustee, then to such of the income beneficiaries as are descendants of the Grantor, per stirpes, and such trust shall thereupon terminate, notwithstanding any provision herein to the contrary.

6 Spendthrift Provisions. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

7 Exercise of Testamentary Power of Appointment. In determining whether, in what manner and to what extent a power of appointment hereunder has been exercised by will, the Trustee may act in reliance upon a court order in any jurisdiction admitting an instrument to probate as the Will of the holder of the power or finding that he died intestate, and unless within three (3) months after the holder's death the Trustee has actual notice of the

Doc# 201256 Ver#.1

existence of a will or of probate proceedings, the Trustee may assume that he died intestate (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).

8 Consolidation of Trusts. The Trustee may consolidate any separate trust created hereunder with any other trust with substantially similar provisions for the same beneficiary or beneficiaries, whether

created by the Grantor or by any other person; provided, however, that if property which is not exempt for generation-skipping tax purposes is directed to be added to a trust which is exempt for such purposes, the Trustee may decline to make the addition and instead administer the property as a separate trust with provisions identical to the exempt trust. Provided, further, that the Marital GST Exempt Trust and the Marital GST Nonexempt Trust may only be consolidated with another trust which qualifies for the marital deduction for federal estate tax purposes of which the Grantor's husband is the beneficiary.

9 Preference of Trusts. As to all trusts under this Trust Agreement, the Grantor recommends that no principal be paid to any beneficiary, but particularly, to Grantor's husband or to a child of Grantor, from a trust exempt for generation-skipping tax purposes while readily marketable assets remain in a trust for the beneficiary which is not exempt for generation-skipping tax purposes.

16.10 Husband's Right to Live in Grantor's Residence. The Grantor's husband, during his lifetime, whether or not the Grantor

is then living, shall have the right to live in the property which constitutes the Grantor's residence from time to time during his lifetime, free of any obligation to pay rent. As used herein, the term "Grantor's residence" shall mean any property or portion thereof constituting a part of the trust estate, which property is used by the Grantor at any time during her lifetime as her principal residence or is used by the Grantor as a secondary or part-time residence; including any replacements thereto purchased with the approval of the Trustee. During the time the Grantor's husband is occupying the Grantor's residence under the foregoing right,

the Grantor's husband shall pay as they become due, all mortgage payments, real estate taxes, maintenance, upkeep and other such expenses of any kind and character which are properly chargeable against such property.

16.11 Retention of Grantor's Residence. If the Grantor predeceases the Grantor's husband, following the death of the Grantor, in accordance with the right granted the Grantor's husband in Section 16.10, the Trustee shall retain in trust the property or portion thereof constituting the Grantor's residence until the death of the Grantor's husband or the Grantor's husband ceases to occupy such property as his residence, at which time the Trustee may sell or otherwise dispose of such property. Except to the extent the proceeds from such sale or other disposition of such property during the lifetime of the Grantor are used to purchase a substitute residence, as provided for in Section 16.10, such proceeds shall be held, administered and distributed by the Trustee

Doc#-201256 VeriH 31

in accordance with the applicable provisions of this Trust Agreement.

16.12 Qualified Subchapter S Trust. Notwithstanding any-foregoing provision to the contrary, if any trust created hereunder holds or is reasonably expected to hold, stock in an "S" Corporation, as to which an election under IRC Section 1362, or its successor, has been made, then the following provisions shall apply:

(a) The stock of such small business corporation to be held in such trust may instead, in the sole and absolute discretion of the Trustee, be held in a separate trust (a "QSST") for the benefit of the then income beneficiary of such trust provided such income beneficiary makes a timely and valid election under IRC §1361(d), or its successor, with respect to

such QSST. Provided, further, that in the event there is more than one income beneficiary of such trust and one of the income beneficiaries is the Grantor's husband, then the Grantor's husband shall be the sole beneficiary of such QSST during his lifetime. If the Grantor's husband is not an income beneficiary of such trust, then separate QSSTs shall be created for each income beneficiary with each such QSST being funded with an equal number of shares of stock of such corporation. Notwithstanding anything in this Section to the contrary, the Trustee shall have no responsibility with respect to obtaining

Doc# 201256 Ver#1 32

from the income beneficiary a valid and timely election under IRC §1361(d), or its successor Sections, and any certification from the income beneficiary that the aforesaid election has been applied for or obtained by such income beneficiary shall relieve the Trustee of any further responsibility to inquire into such election by the Trustee.

b) During the life of such income beneficiary, all income of the QSST shall be paid to such income beneficiary at least quarterly.

c) During the life of such income beneficiary, the Trustee may pay so much of the principal of such QSST to such income beneficiary in such amount and at such times as the Trustee deems necessary or advisable for such income beneficiary's health, maintenance and support. Additionally, the Trustee shall pay to such income beneficiary, to the extent the income distributed to the income beneficiary from the QSST is insufficient, so much of the principal of the QSST (which trust the Trustee shall determine in its absolute

discretion) as such income beneficiary may request in writing to pay the increase in such income beneficiary's income tax liability attributable to the QSST.

d) Such QSST shall be subject to such income beneficiary's rights of withdrawal in the same manner as the separate trust for such income beneficiary's benefit;

Doc# 201256 Verf. 1

33

except that any portion of a QSST which is not subject to a right of withdrawal may be held as a separate trust from that portion of the QSST that is subject to such right.

e) Upon the death of such income beneficiary, the assets of the QSST, if not otherwise disposed under the preceding subparagraphs, shall be disposed of in the same manner as provided in the separate trust created for such income beneficiary's benefit.

f) Notwithstanding anything herein to the contrary, the provisions of this QSST shall be applied in a manner consistent with IRC §1361(d), or its successor. No income or principal of the QSST may be distributed to any person other than the QSST beneficiary during such beneficiary's life, and should this QSST terminate for any reason during the life of the beneficiary, all of the principal and unpaid income of the QSST shall be paid to such beneficiary.

16.13 Generation-Skipping Tax. To enable trusts to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the Trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. The rights

of beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to beneficiaries and taxing authorities disproportionately from the

Doc# 201256 Ver#:1

trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the Trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

If the Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

If the Trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

16.14 Retention of Closely Held Interests. The Grantor considers shares of stock or other interests in or indebtedness of FITZGERALD FAMILY LIMITED PARTNERSHIP or any other entity succeeding to the business of said partnership by consolidation, merger, purchase of assets or otherwise as proper investments of trust property, and the Trustee is expressly

authorized to invest or retain indefinitely any part or all of the trust estate in such investments, subject to any applicable operating, partnership,

Doc* 201256 Ver# 1

3 5

stock repurchase, redemption, buy-sell or other stock restriction agreement.

16.15 Qualified Family Owned Business. It is the Grantor's intent that the provisions of this instrument and the trusts created hereunder qualify for the election provided under IRC Section 2057, if the trustee so elects, and the provisions of this instrument shall be construed and administered to effect such intent.

ARTICLE XVII

TRUSTEE POWERS. RIGHTS AND DUTIES

17.1 Powers of Trustee. In addition to any powers conferred by law upon trustees, the Trustee shall have the following powers and discretions in the administration, investment and distribution of any trust created hereunder:

1) to invest and reinvest the principal and any income which the Trustee is authorized or directed to accumulate, in such bonds, notes, debentures, mortgages, preferred or common stocks, interests in common trust funds, or in other property, real, personal or mixed, whether like or unlike the types of property enumerated, either within or without the state of domicile, as the Trustee may deem advisable, without being limited by any statute or rule of law regarding investments by trustees;

2) to sell, contract to sell and grant options to purchase any part or all of the trust estate at public or private sale for cash' or on credit, and to exchange any part or all of the trust estate for other property;

3) to enter into leases for any period of time, though extending beyond the termination of the trust;

4) to borrow money for any purpose, and if a bank or trust company is then acting as trustee, said money may be borrowed from its banking department or from others, and to mortgage, pledge or otherwise encumber

any part or all of the trust estate;

Doc#- 201256 Verffl

5) to grant easements, subdivide, operate, maintain, repair, improve, rehabilitate, give consents and enter into contracts relating to real estate or its use and dedicate any interest in real estate;

6) to transfer the situs of the trust property to such other place as the Trustee deems to be for the best interests of the trust; and to designate or appoint a trustee to act in any other jurisdiction as sole trustee or co-trustee of any part or all of the trust estate located in such other jurisdiction; to confer upon the appointed trustee any or all of the powers, duties or rights of the appointing Trustee; and to remove any trustee appointed pursuant hereto and appoint another, including the appointing Trustee;

7) to enter into agreements for bank or other deposit accounts, safe deposit boxes, custodian, agency or depositary arrangements for all or any part of the trust estate;

8) to exercise all the rights and powers of an individual owner with respect to shares of stock, bonds or other securities in the trust estate, including, but not by way of limitation, voting, giving proxies, participating in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and exercising or selling subscription or conversion rights;

9) to pay taxes and reasonable expenses incurred in administering the trust estate;

10) to appoint attorneys, auditors, financial advisers and other agents, with or without discretionary powers, and to pay reasonable compensation to such appointees;

11) to compromise, contest, prosecute or abandon claims or other charges in favor of or against the trust estate;

12) to execute contracts, notes, conveyances and other instruments, whether or not containing covenants and warranties binding upon and creating a charge against the trust estate or excluding personal liability;

13) to receive from any source and administer additional property as part of the trust estate;

14) to invest in or hold undivided interests in property;

15) except as otherwise provided herein, to retain any property or undivided interests in property received from the Grantor or from any other source, regardless of any lack of diversification, risk or nonproductivity;

Doc# 201256 Ver#1

16) to deal with the executor, trustee or other representative of any other trust or estate in which a beneficiary of the trust estate has an interest, notwithstanding the fact that the Trustee is an executor, trustee or other representative of the other trust or estate;

17) to make equitable division or distribution in cash or in kind, or both, and for that purpose to determine the value of any property divided or distributed in kind, except as otherwise specifically provided in this agreement;

18) to rely upon any affidavit, certificate, letter or other evidence reasonably believed to be genuine and on the basis of any such evidence to make any payment or distribution in good faith without liability;

19) to have all of the rights, powers, duties and discretions given to or imposed upon the Trustee by law and the provisions of the trust agreement during the period between the termination of the trust and the distribution thereof and during any period in which any litigation is pending which may void or invalidate the trust in whole or in part or in any other way affect the rights, powers, duties or discretions of the Trustee;

20) to purchase and keep in force insurance of an appropriate nature and form and in a reasonable amount for the protection of the trust estate or the ownership thereof;

21) to determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal or income, regardless of any rule of law or statute to the contrary;

22) to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property;

23) except where such action would result in the loss of a contemplated deduction or exemption for federal estate tax or generation-skipping tax purposes, to hold the several trusts established hereunder as a common fund and make joint investments of funds in such trusts, dividing the net income therefrom among the beneficiaries of the several trusts proportionately;

24) to establish or refrain from establishing out of income and credit to principal reasonable reserves for the depreciation, obsolescence or depletion of tangible property, regardless of any rule of law or statute to the contrary;

Doc* 201256 Ver#.1

25) to extend or renew any existing indebtedness, and to retain and enter into agreements to pay in the future, upon any terms and for any period of time that the Trustee deems advisable, any indebtedness of the Grantor existing on the date of his death and which shall not have matured on or prior to the date of his death;

26) except as to the Marital GST Exempt Trust or Marital GST Nonexempt Trust, to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of any such property; to permit any such property to be lost by tax sale or other proceedings, or to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale or purchase option with respect to any property or lease;

27) to retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate and to participate in the conduct of any business with respect to its management and affairs which an individual could do as owner of the business, including but not limited to (a) the voting of stock and the determination of all questions of policy; (b) the execution of partnership agreements and amendments thereto; (c) the participation in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; (d) the investment of additional capital in, subscription to or purchase of additional stock or securities of, or the making of secured, unsecured or subordinated loans to, any business, with trust funds; (e) the election or employment with compensation as directors, officers, employees or agents of any business, or any persons, including a trustee or a director or agent of a trustee. If any such business is continued by the Trustee, the Trustee shall not be liable for any losses to the trust estate arising therefrom, and they may retain and continue such business without application to any court for authority to do so;

28) to lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person, partnership, corporation, trust or estate, including the estate of the Grantor or any person who shall be deemed to be a grantor of the trust estate, upon such terms as the Trustee may deem advisable, with or without security and whether or not such loan is subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future

Doc#. 201256 Ver#:1

interest therein (and even though the Trustee is acting in such other capacity);

29) to designate a name for any separate trust created hereunder,

and a collective name for any two or more of such trusts, and, from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts which shall be held hereunder by the Trustee under identical terms for identical beneficiaries and remaindermen; to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportions as the respective interests of such trusts therein;

30) to inspect, review and monitor periodically, or to require the inspection, review and monitoring, of any property which is or becomes a part of the Trust for the purpose of determining compliance with any environmental law, or regulation thereunder, affecting such property, with all such expenses of such inspection, review or monitoring being paid from income or principal as the Trustee may determine;

31) to take any and all actions the Trustee shall deem necessary to prevent, abate, clean up, or otherwise respond to actual or threatened violation of any federal, state or local law, rule or ordinance affecting any property held in the Trust relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substances that are prohibited or regulated by federal, state or local law; to take such actions prior to the initiation of enforcement action by a federal, state or local agency; and to charge any such costs against income or principal, as the Trustee shall determine;

32) except as to the Marital GST Exempt Trust or Marital GST Nonexempt Trust, to release any power which will or may cause the Trustee to be considered an "owner" or "operator" of property held in the Trust, under the provisions of Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA") . 42 U.S.C. § 9601. et seq, or which shall otherwise cause the Trustee to incur liability under CERCLA or any successor to such law or regulation thereunder;

Doc# 201256 Ver* 1

33) to inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations on environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

34) to create a qualified conservation easement, as defined in IRC Section 2031(d)(8)(A), in land subject to such an easement as defined in IRC Section 2031(d)(8)(B), and to make the election provided by IRC Section 2031(d)(6); and

(3 5) to employ agents and counsel (including investment counsel and property managers) and, to the extent permitted by law, delegate to them any powers or duties of the trustee, even though the delegated function is not ministerial in nature. Where qualification for, or preservation of, a federal tax benefit attributable to a trust asset depends on the material participation or management by an individual, the trustee without liability may designate any such individual as "manager" and may delegate to that \ individual such powers as the trustee shall decide, although such J individual may not be specifically qualified to exercise such powers.

17.2 Nominee Registration. The Trustee may cause stocks, bonds and other property, real or personal, belonging to the trust to be registered and held in the name of a nominee without mention of the trust in any instrument of record constituting or evidencing title thereto. The Trustee shall not be liable for the acts of the nominee with respect to any investment so registered. The records of the Trustee shall show at all times the ownership of the investment by the Trustee, and the stocks, bonds and other similar investments shall be in the possession and control of the Trustee and be kept separate and apart from assets which are the individual property of the Trustee.

ⁱ
J

Doc* 201256 Verif.l

3 Compensation. The Trustee shall be reimbursed for all proper expenses incurred in the management and protection of each trust created hereunder and shall be entitled to reasonable compensation for services rendered.

4 Bonds or Court Approval. To the extent that any such requirements can legally be waived, no trustee shall ever be required to

give any bond as trustee; to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or to obtain an order or the approval of any court in the exercise of any power or discretion hereunder.

5 Beneficiary as Trustee. Except with respect to any powers of appointment expressly granted herein to a beneficiary, no trustee who is also a beneficiary of a trust created hereunder or who is legally obligated to support a beneficiary shall have any voice, determination or vote relating to any discretionary payments of the income or principal of the trust either to or for the benefit of the said trustee-beneficiary or to or for the benefit of any person whom the said trustee-beneficiary is legally obligated to support, when such distribution is or would be a full or partial discharge of such obligation. Notwithstanding anything herein to the contrary, if such trustee-beneficiary is acting as sole trustee of any trust created hereunder, such trustee may make discretionary distributions of income or principal of the trust solely for the health, maintenance and support of such trustee-beneficiary.

6 Relation With Third Persons. Anyone dealing with the Trustee shall not be obliged to inquire as to the Trustee's powers

Doc# 201256 Ver# 1 42

or to see to the application of any money or property delivered to the Trustee and may assume that the trust is in full force and effect, that the Trustee is authorized to act and that the Trustee's act is in accordance with the provisions of this agreement.

7 Custody of Assets. If a corporation is acting as cotrustee of any trust created hereunder together with one or more individuals, the corporate trustee shall have custody of the trust estate and may perform

for the trustees all acts necessary for the acquisition and transfer of personal property and money, including the signing and endorsement of checks, receipts, stock certificates and other instruments, unless all of the trustees otherwise agree.

8 Delegation of Powers to Co-Trustee. Except as provided in Section 17.5, any trustee may at any time by a signed instrument delivered to a co-trustee delegate to the co-trustee any or all powers and discretion which the Trustee has under this agreement, including the power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with the co-trustee may rely without inquiry upon the certification of the co-trustee with respect to any delegation.

In the event there is more than one Trustee acting under this instrument, a majority of the Trustees may take any action authorized by this instrument. No non-participating or dissenting Trustee shall be liable for any action of the participating Trustees.

Doc* 201256 Ver# 1

17.9 Accounts. Upon the request of any income beneficiary, the Trustee shall furnish to such beneficiary an account showing the receipts and disbursements of the trust estate and an account showing the inventory of the trust estate; provided, however, that in no event shall an individual trustee be required to furnish such accounts more often than annually and a corporate trustee more often than quarter-annually.

10 Trustee's Discretion. The decision of the Trustee in exercising any of the discretions granted hereunder shall be conclusive and binding upon all persons.

11 Trustee's Liability. The Trustee shall be liable only for gross

negligence or willful default, and no trustee shall be liable for errors of judgment or acts or omissions of any cotrustee. The Trustee shall not be personally liable upon any obligation of the trust and shall have power to bind the trust without binding the Trustee personally.

12 Tax Elections of Trustee. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the interests of the beneficiaries, and no reduction shall be made in the value of the Marital GST Exempt Trust or Marital GST Nonexempt Trust by reason of any such election.

13 Tax Elections of Personal Representative. If the Grantor's personal representative elects to claim as a deduction for income tax purposes any expenditures payable out of the

Doc# 201256 Ver# 144

principal of the Grantor's estate, or makes any other elections under the tax laws, no adjustments shall be made as a result of any such election between principal and income or in the interests of beneficiaries, and, except as to any qualified terminable interest property election made by the Grantor's personal representative, no reduction shall be made in the value of the Marital GST Exempt Trust or Marital GST Nonexempt Trust by reason of any such election.

ARTICLE XVIII SUCCESSOR

TRUSTEES

1 Inability of Individual Trustee to Act. Any individual Trustee, other than the Grantor, shall be deemed to be unable to act as Trustee hereunder if an attending physician certifies that he or she is

incapacitated from performing his or her duties as Trustee and that such incapacity is likely to continue for six (6) months or more.

2 Resignation of Trustee. Any trustee of any separate trust created hereunder may resign at any time by giving written notice of the resignation to each co-trustee, if any, and to the Grantor, if living, or if the Grantor is not living, to all of the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust estate. Each such written notice shall be mailed to the recipient by registered or certified mail, postage prepaid. The resignation, inability or refusal of any trustee to act as trustee of any separate trust shall not prevent the said trustee from acting as trustee of any other trust.

Doc#. 201256 Ver# 1 45

3 Removal of Trustee. The Grantor may remove any trustee of a separate trust established hereunder by giving to the trustee ten (10) days' prior notice of such removal. Such notice shall be signed by such person or persons and shall be mailed to the trustee by registered or certified mail, postage prepaid.

4 Vacancies and Successor Trustees. In the event of the resignation, removal, death, inability or refusal to act of any trustee, the following provisions shall be applicable:

a) In the case of the Grantor, the successor shall be JAMES E. FITZGERALD.

b) In the case of JAMES E. FITZGERALD, the successor co-trustees shall be PATRICK FITZGERALD and MICHAEL FITZGERALD.

c) With respect to each separate GST Exempt Trust created for the benefit of a child of the Grantor, each child of the Grantor shall become sole Trustee of his or her separate GST

Exempt Trust. Thereafter, in the case of the resignation, removal, death, inability or refusal to act of that child of the Grantor, the other child of the Grantor shall become sole Trustee of that separate GST Exempt Trust.

d) In the case of the first of PATRICK FITZGERALD and MICHAEL FITZGERALD, no successor shall be appointed and the remaining co-trustee shall continue to act.

Doc#- 201256 Ver#:1

e) In the case of the second of PATRICK FITZGERALD and MICHAEL FITZGERALD, the successor shall be NEW CENTURY BANK.

f) In the case of NEW CENTURY BANK or any successor corporate trustee, a successor shall be appointed by an instrument in writing signed by each of the persons then entitled to receive or eligible to have the benefit of the income from the trust estate and having endorsed thereon the acceptance of such successor; provided, however, that any such successor so appointed shall be a bank or trust company, wherever located, authorized to accept and administer trusts and having a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000.00).

5 Ancillary Trustee. If the Trustee fails or ceases to act as such in any other jurisdiction with respect to any part or all of the trust estate which is located in such jurisdiction, then the Trustee may appoint an ancillary trustee to so act.

6 Powers, Rights and Duties of Successor. A successor trustee

shall automatically acquire the title to each trust asset which was vested in the predecessor of such successor trustee, but any predecessor trustee shall execute all documents and do all acts necessary to vest such title in such successor trustee. A successor trustee shall have all the rights, powers, duties, discretions, immunities, authorities and obligations which are granted to or imposed on the predecessor. A successor trustee

Docff 201256 Ver# 1

47

shall be under no duty to inquire into the acts or doings of a predecessor trustee, and is not liable for any act or failure to act of a predecessor trustee. With the approval of a majority interest of the beneficiaries entitled to receive or eligible to have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

7 Minor or Incompetent. The representative of the estate of a beneficiary under legal disability or a spouse, parent, adult child, or guardian of the person of a beneficiary for whose estate no representative has been appointed, may act for the beneficiary in receiving and approving any account of the Trustee, executing any receipt, removing a trustee, receiving any notice from the Trustee and appointing successor trustees and executing documents in connection therewith.

8 Release of Power of Removal. Any beneficiary hereunder may, at any time, forever release the power to remove a Trustee by an instrument in writing delivered to the Trustee and upon such delivery the power to remove a Trustee as to the releasing beneficiary shall terminate.

ARTICLE XIX

DISCLAIMER

Any interest, right or power with respect to any trust may be disclaimed, renounced, relinquished, released or reduced. Such action may be in whole or in part at any time and from time to

Doc# 201256 Vert 1

48

time. Such action shall be by signed instrument delivered to a Trustee. Any such action shall affect only the interests, rights or powers specified therein. Action by a Trustee shall be by delivery to a co-Trustee, if any, or to any current beneficiary of the respective trust.

A disclaimer shall not, unless specifically so provided, affect any other right of the disclaimant under any other provision, including but not limited to, the right to receive benefits from the disclaimed property in another trust.

ARTICLE XX

CONSTRUCTION AND MISCELLANEOUS

1 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

2 Applicable Law. The law of the State of Illinois shall govern the validity and interpretation of the provisions of this instrument.

2 0.3 Gender and Number. Wherever the context requires, words imparting a particular gender shall include the other genders and words used in plural or collective sense shall include the singular and vice versa.

20.4 Meaning of Majority. Wherever reference is made herein to a majority in interest of current beneficiaries and their interests are indefinite, then such term shall mean a majority in number.

Doc#. 201256 Ver# 1

5 Action for Person Under Disability. Unless otherwise provided herein, the parent, guardian or conservator of a beneficiary under a legal disability shall receive notice and have authority to act for such current beneficiary.

6 Heirs-at-law. The term "heirs-at-law" shall mean those persons who would then be the heirs-at-law as determined by the then existing laws of descent and distribution of the state of domicile as if the Grantor and the Grantor's husband had died intestate at such time.

The undersigned has executed this Amended and Restated

Declaration of Trust on the -^LH day of
^--b--^ ,
1999 .

and Trustee

Doc# 201256 Ver#.1

^
—

SCHEDULE A

Asset Amount

jJ

Doc* 201256 Ver# I

SCHEDULE B SCHEDULE OF LIFE INSURANCE

Policy Number Amount

Dock 201256 Ver#:1

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF TRUST OF BETTY G. FITZGERALD**

On or as of May 1, 1992, BETTY G. FITZGERALD (hereinafter referred to as the "Grantor") executed the DECLARATION OF TRUST OF BETTY G. FITZGERALD dated May 1, 1992 (the "Trust"), wherein the Grantor reserved the right at any time or times during her lifetime, by instrument in writing delivered to the Trustee, to amend or revoke the Trust in whole or in part. Pursuant to such right, the Grantor amended and restated the trust on December 24, 1999.

Accordingly, in exercise of the right reserved to her, the Grantor further amends the Trust as follows:

I.

The following new Section 9.05 is hereby added to the Trust prior to Section 9.1: "9.05 Specific Distributions.

For purposes of this Section 9.05, each child of the Grantor, the descendants of that child of the Grantor and the spouses of the child or descendants shall be collectively referred to as a "Family Unit." During the lifetime of the Grantor, the Grantor made gifts to the Grantor's children and members of their respective Family Units. In addition, the members of a Family Unit incurred expenses for the benefit of the Grantor, out of assets of the Family Unit. The purpose of this Section is to equalize the aggregate gifts made by the Grantor during the period commencing January 1, 2000 and ending on the date of the Grantor's death to each Family Unit, and to equalize direct expenses incurred by a Family Unit for the benefit of the Grantor during that same period. For purposes herein, only gifts of interests in the FitzGerald Family Limited Partnership, gifts for tuition and other education expenses, and other gifts in excess of \$1,000 shall be taken into account. As of the date of death of the Grantor,

675981 \\\10494M 9292

the Trustee shall determine the total gifts made by the Grantor during such period to each Family Unit, valued as of the date of the gift, and the direct expenses incurred for the benefit of the Grantor by each Family Unit. The Family Unit which received the greatest dollar amount of such gifts, less direct expenses incurred for the benefit of the Grantor, shall not receive a distribution under this Section 9.05. The other Family Unit shall each receive a distribution, outright and free of trust, in an amount equal to the difference between (a) the total gifts made by the Grantor to that Family Unit less the total direct expenses incurred by that Family Unit for the Grantor's benefit and (b) the total gifts made by the Grantor to the Family Unit which received the greatest amount of such gifts during such period less the total direct expenses incurred by that Family Unit for the Grantor's benefit. Each distribution to be made to a Family Unit under this Section 9.05 shall be distributed to the member of the Family Unit which is the child of the Grantor, per stirpes, subject to the holdback provisions hereof. A distribution shall only be made under this Section 9.05 if there are insufficient assets to make such distribution pursuant to Section 11.05, and the distribution under this Section 9.05 shall only be in the amount

of such shortfall."

II.

The following new Section 11.05 is hereby added to the Trust prior to Section 11.1: "11.05 Specific Distributions. For purposes of this Section 11.05, each child of the Grantor, the descendants of that child of the Grantor and the spouses of the child or descendants shall be collectively referred to as a "Family Unit." During the lifetime of the Grantor, the Grantor made gifts to the Grantor's children and members of their respective Family Units. In addition, the members of a Family Unit incurred expenses for the benefit of the Grantor, out of assets of the Family Unit. The purpose of this Section is to equalize the aggregate gifts made by

-2-

675981\1\10494\19292

the Grantor during the period commencing January 1, 2000 and ending on the date of the Grantor's death to each Family Unit, and to equalize direct expenses incurred by a Family Unit for the benefit of the Grantor during that same period. For purposes herein, only gifts of interests in the FitzGerald Family Limited Partnership, gifts for tuition and other education expenses, and other gifts in excess of \$1,000 shall be taken into account. As of the date of death of the Grantor, the Trustee shall determine the total gifts made by the Grantor during such period to each Family Unit, valued as of the date of the gift, and the direct expenses incurred for the benefit of the Grantor by each Family Unit. The Family Unit which received the greatest dollar amount of such gifts, less direct expenses incurred for the benefit of the Grantor, shall not receive a distribution under this Section 11.05. The other Family Unit shall each receive a distribution, outright and free of trust, in an amount equal to the difference between (a) the total gifts made by the Grantor to that Family Unit less the total direct expenses incurred by that Family Unit for the Grantor's benefit and (b) the total gifts made by the Grantor to the Family Unit which received the greatest amount of such gifts during such period less the total direct expenses incurred by that Family Unit for the Grantor's benefit. Each distribution to be made to a Family Unit

under this Section 11.05 shall be distributed to the member of the Family Unit which is the child of the Grantor, per stirpes, subject to the holdback provisions hereof."

III.

In all other respects, the Grantor confirms the Trust reserving to the Grantor the right to further amend or revoke the Trust and this amendment thereto in accordance with the terms of the Trust.

-3-

675981\1\10494\19292

The undersigned has executed this First Amendment to the AMENDED AND
RESTATED DECLARATION OF TRUST OF BETTY G. FITZGERALD this \^ day of
tVWftm , 2007.
i

675981 \1 \10494M 9292

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF TRUST OF BETTY G. FITZGERALD**

On or as of May 1, 1992, BETTY G. FITZGERALD, hereinafter referred to as the "Grantor", executed the DECLARATION OF TRUST OF BETTY G. FITZGERALD (the "Trust"), wherein the Grantor reserved the right at any time or times during her lifetime, by instrument in writing signed by the Grantor and delivered to the trustee, to amend or revoke the Trust in whole or in part. Pursuant to such right, the Grantor amended and restated the Trust on or as of December 24, 1999 and further amended the Trust on or as of May 13, 2007.

The Grantor desires to further amend the Trust as follows:

I.

ARTICLE VII is hereby deleted in its entirety and replaced with the following:

"ARTICLE VII DIVISION OF FAMILY TRUST 7.1 Division of Family Trust. The trustee shall, as of the date of death of the Grantor, divide the Family Trust into two separate trusts, the "Family GST Exempt Trust" and the "Family GST Nonexempt Trust". The Family GST Exempt Trust shall consist of that fraction of the Family Trust, the numerator of which is the Grantor's generation-skipping transfer exemption not allocated during the Grantor's life, under the preceding provisions of this agreement, under the Grantor's Will, or

otherwise, and the denominator of which is the value of the assets of the Family Trust for federal estate tax purposes in the Grantor's estate, except that if the numerator is greater than the denominator, the fraction shall be one (1). The Family GST Nonexempt Trust shall consist of the balance of the Family Trust, if any.

1461377\2\10494\19292

2 **Qualified Terminable Interest Property Election.** The Executor of the Grantor's estate (or if no Executor is acting, any trustee or special trustee under this instrument), other than any beneficiary, may elect to have a specific portion or all of the Family GST Exempt Trust and/or Family GST Nonexempt Trust, hereinafter referred to as the "Family QTIP Portion," treated as qualified terminable interest property for state or federal estate tax purposes. If such an election is made as to less than all of the applicable Family Trust, the Family QTIP Portion shall be expressed as a fraction or percentage of the applicable Family Trust and the value of the Family QTIP Portion at any time shall be determined by multiplying the value of the Family GST Exempt Trust or Family GST Nonexempt Trust, as applicable, at that time by the fraction or formula then in effect. The Grantor intends that the Family QTIP Portion qualify for the state or federal estate tax marital deduction, and that any disqualifying provision be disregarded for qualification purposes.

If the Family QTIP Portion is less than all of the applicable Family Trust, at any time during the lifetime of the Grantor's husband, the trustee, in its discretion, may divide that Family Trust into two separate trusts representing the Family QTIP Portion and the Family non-QTIP Portion of that Family Trust.

3 **Allocation of Assets.** The trustee shall allocate to the Family QTIP Portion cash, securities and other property, including real estate and interests therein, employing for such purpose values current at the date or dates of allocation. No asset or the proceeds of any asset shall be selected for any Family QTIP Portion as to which a federal estate tax marital deduction is not allowable. Unproductive property shall not be an asset of the Family QTIP Portion for more than a reasonable time during the

lifetime of the Grantor's husband without Grantor's husband's consent.

1461377\2\10494\19292

4 Reduction for Taxes and Charges. If any part of any Family Trust does not qualify for the marital deduction because that part is not elected to be treated as qualified terminable interest property, then the amount by which state or federal estate taxes are thereby incurred or increased shall be paid from or charged against the non-QTIP Portion of that Family Trust.

5 Family QTIP Portion During Life of Grantor's Husband. Commencing with the death of Grantor, the trustee shall pay all of the net income of the Family QTIP Portion of either or both of the Family GST Exempt Trust and the Family GST Nonexempt Trust to the Grantor's husband in convenient installments at least as often as quarter-annually during Grantor's husband's lifetime. Notwithstanding any other provision of this Agreement, all income of the Family QTIP Portion accrued or undistributed at the death of the Grantor's husband shall be paid to the estate of Grantor's husband. In addition, the trustee may distribute to or use for the benefit of the Grantor's husband such portions of the principal of the Family QTIP Portion as the trustee from time to time deems to be necessary or advisable for the education, health, maintenance and support of Grantor's husband; provided, however, the Grantor requests (but does not require) that no distribution shall be made to or for the benefit of Grantor's husband until any QTIP portion of the Marital Trusts are exhausted or there are no readily marketable assets remaining in the Marital Trusts.

6 Family Non-QTIP Portion During Life of Grantor's Husband.

(a) Distributions of Income. The trustee may pay such part or all of the income of the Family non-QTIP Portion to the Grantor's husband in convenient installments at least as often as quarter-annually as the trustee determines to be necessary or advisable for the health, maintenance and support of Grantor's husband. In addition,

1461377\2\10494\19292

-J-

after providing for the foregoing payments, the trustee may pay to or use for the benefit of one or more of the Grantor's descendants such part or all of any income of the Family non-QTIP Portion not distributed to the Grantor's husband as the trustee determines to be necessary or advisable for their respective education, health, maintenance and support. Any income which is not so distributed shall be accumulated and added to principal at such time or times that the trustee deems advisable.

(b) Distributions of Principal. The trustee may distribute to or use for the benefit of one or more persons among the Grantor's husband and such of Grantor's descendants as shall be living from time to time such portions of the principal of the Family non-QTIP Portion as the trustee from time to time deems to be necessary or advisable for their respective education, health, maintenance and support; provided, however, that no such distribution of principal of the Family non-QTIP Portion shall be made to or for the benefit of the Grantor's husband until the QTIP portion of the Marital Trust, the Family QTIP Portion, and all other trusts which qualify for the marital deduction for state or federal estate tax purposes are exhausted or there are no readily marketable assets remaining in any such trust.

7.7 Disposition of Family QTIP Portion and Family non-QTIP Portion Following Death of Grantor's Husband. Upon the death of the Grantor's husband, the Family QTIP Portion and Family non-QTIP Portion of the Family GST Exempt Trust shall be distributed as provided in Article IX, and the Family QTIP Portion and Family non-QTIP Portion of the Family GST Nonexempt Trust shall be distributed as provided in Article XI except that, unless the Grantor's husband expressly directs otherwise by will or by any trust established by Grantor's husband during lifetime and in effect at the date of Grantor's husband's death, the trustee shall first pay

14613772\10494\19292

from the Family QTIP Portion, directly to the taxing authorities or otherwise as the trustee deems

advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of the Grantor's husband shall be increased as a result of the inclusion of the applicable Family QTIP Portion in Grantor's husband's estate for such tax purposes. The trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary.

7.8 Allocation of Generation-skipping Tax Exemption. The trustee shall allocate (or direct the Grantor's personal representative to allocate) the GST exemption to the Family GST Exempt Trust to the extent necessary to exempt the Family GST Exempt Trust from generation-skipping tax."

II.

The Preamble to ARTICLE VIII is hereby deleted in its entirety and replaced with the following:

"Subject to any QTIP election in Article VII, the Family GST Exempt Trust shall be held, administered and distributed as hereinafter provided."

in.

The Preamble to ARTICLE X is hereby deleted in its entirety and replaced with the following:

"Subject to any QTIP election in Article VII, the Family GST Nonexempt Trust shall be held, administered and distributed as hereinafter provided."

IV.

Section 20.07 shall be inserted to Article XX as follows:

14613772\10494\19292

"20.7 HTPAA Release Provision. When in the process of determining Grantor's or trustee's incapacity under the previous provisions herein, all individually identifiable health information and medical records may be released to the person who is appointed successor trustee, including any written opinion relating to the Grantor's or trustee's incapacity, that the person so appointed may have requested. This release authority applies to any information

governed by the Health Insurance Portability and Accountability Act ("HIPAA") and shall apply even if that person has not yet begun acting as successor trustee."

V.

In all other respects, the Grantor confirms the Trust reserving to the Grantor the right to further amend or revoke the Trust and this amendment thereto in accordance with the terms of the Trust.

The undersigned has executed this Second Amendment to the Amended and Restated Declaration of Trust of Betty G. Fitzgerald, this 30th day of March, 2011.

MICHAEL FITZGERALD, as co-Trustee

14613772\10494\19292

CITY OF CHICAGO

-/X ' 0'

APPLICATION FOR AN AMENDMENT TO THE CHICAGO
ZONING ORDINANCE

ADDRESS of the property Applicant is seeking to rezone:

200 - 214 N. Peoria Street; 900 - 924 W. Lake Street, and 201 - 215 N. Sangamon Street

Ward Number that property is located in: 27th

APPLICANT Lake Street Lofts LLC

ADDRESS 912 West Lake Street

CITY Chicago

STATE Illinois ZIP CODE 60607

PHONE 312-226-4583

EMAIL marc@lakestreetlofts.com

CONTACT PERSON Marc Koronkiewicz

Is the applicant the owner of the property? YES ☒ NO

If the applicant is not the owner of the property, please provide the following information regarding the owner and attach written authorization from the owner allowing the application to proceed.

OWNER

ADDRESS

CITY

STATE

ZIP CODE

PHONE_

EMAIL

CONTACT PERSON

If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:

ATTORNEY ^{^aro^} ®- Stubblefield

ADDRESS c/o Neal & Leroy, LLC, 120 N. LaSalle Street, Suite 2600

CITY Chicago

STATE Illinois

ZIP CODE 60602

PHONE 312-641-7144 FAX 312-641-5137 EMAIL cstubblefield@nealandleroy.com <mailto:cstubblefield@nealandleroy.com>

If the applicant is a legal entity (Corporation, LLC, Partnership, etc.) please provide the names of all owners as disclosed on the Economic Disclosure Statements.

See attached Exhibit

7. On what date did the owner acquire legal title to the subject property?

June 1998

8. Has the present owner previously rezoned this property? If yes, when?

Yes. June 1999

9. Present Zoning District^{C1-1} and C1-2 Proposed Zoning District

10. Lot size in square feet (or dimensions') 25]_5 feet x 150 feet

The Property is improved with a six-story residential building and commercial

11. Current Use of the property space on the ground floor.

~ r, e . . . The proposed project is a Mandatory Planned Development per

12. Reason for rezoning the property v y y J ; F F

Section 17-8-0512-A of the Chicago Zoning Ordinance.

13. Describe the proposed use of the property after the rezoning. Indicate the number of dwelling units; number of parking spaces; approximate square footage of any commercial space; and height of the proposed building. (BE SPECIFIC)

The Applicant proposes to expand on an existing building which has 89 residential dwelling units above grade and commercial space on the ground floor. The new building will have 81 dwelling units, 65 parking spaces, 143.5 feet in height and approximately 2,415 SF of commercial space. Upon completion, the site will have 170 dwelling units, 65 parking spaces and approximately 18,165 SF of commercial space.

14. On May 14th, 2007, the Chicago City Council passed the Affordable Requirements Ordinance (ARO) that requires on-site affordable housing units or a financial contribution if residential housing projects receive a zoning change under certain circumstances. Based on the lot size of the project in question and the proposed zoning classification, is this project subject to the Affordable Requirements Ordinance? (See Fact Sheet for more information)

YES * NO

COUNTY
OF ILLINOIS

OF

COOK

STATE

LAice ^Tceer corrs , LLC

^ H^ACj/Og, MtcM '• being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.

IL

ignature\ of Applicant

Subscribed and Sworn to before me this

^ day of OifrA , 20 15

Notary Public

OFFICIAL SEAL LILLIAN LSHEPHARD NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION
EXPIRES.01/10/16

Date of Introduction:

File Number:

Ward:

i JA32 wACrfIG j!
f QRAWHrf^ j HAIJJU |
\$ glOMJji STAT"? ■ V'U TOV \$

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:

Lake Street Lofts, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. ☐ a legal entity with a right of control (see Section 11.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: 912 West Lake Street
Chicago, IL 60607

„ ~ , , 312-226-4583 ^ 312-563-1919 „ .. marc@lakestreetlofts.com

<mailto:marc@lakestreetlofts.com>

C. Telephone:

Fax:

Email:

Marc Koronkiewicz

D. Name of contact person:

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

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

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

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

N/A

Specification #

and Contract #

Page 1 of 13

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party: Person p

Publicly registered business corporation [

Privately held business corporation [

Sole proprietorship [

General partnership (

Limited partnership Trust

[X] 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?

pq N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal tifleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management ofthe Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Mary Krigbaum Member

FitzGerald Family Ltd. Partnership Member

Patrick FitzGerald Managing Member

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

Mary Krigbaum	912 West Lake Street	47.58
---------------	----------------------	-------

FitzGerald Family Ltd. Partnership	Same	27.96
Patrick FitzGerald	Same	24.46

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Page 3 of 13

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" ¹ or "t.b.d." is not an acceptable response.
--	------------------	--	--

N/A

(Add sheets if necessary)

[>j Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage

on any child support obligations by any Illinois court of competent jurisdiction?

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

Page 5 of 13

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

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

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents

or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

N/A

Page 6 of 13

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

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

N/A

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

17a

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☐ is not

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

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

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

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?
☐ Yes ☐ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

X

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

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

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐Yes ☐No If "Yes," answer the three questions

below:

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

☐Yes ☐No

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

☐Yes ☐No

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

☐Yes ☐No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-1 56 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N.

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

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable,

and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

furnished to the City.
MANAGufv^ HeM&PO-(Print or type name of
Disclosing Party)

By:
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signe^ and sworn to before me on (date)H' ^ *0 at
County,
(state).

Notary Public.

Commission expires: \ \ \ 0 \ \ /p

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section li.B.l.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a

limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

☐ Yes

☒ No

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

N/A

Page 13 of 13

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☐ Not Applicable

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

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

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:

FitzGerald Family Limited Partnership

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest: Lake street Lofts, llc

OR

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

173 9 West Berwyn

B. Business address of the Disclosing Party:

Chicago, IL 60640

" , , 773-878-7902 ^
<mailto:marykrigbaum@comcast.net>

773-878-2585 ^ marykrigbaum@comcast.net

C. Telephone:

Fax:

Email:

Patrick FitzGerald

D. Name of contact person:

-- _

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

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201 -215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

G. Which City agency or department is requesting this EDS? Department of Planning & Development,
Bureau of Zoning

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

N/A

Specification #

and Contract #

Page 1 of 13

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

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

☐ Yes ☐ No pq N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such

members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Woodlawn Ventures, Inc.

General Partner

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Patrick FitzGerald	912 W. Lake Street Chicago, IL 60607	27.356625%
Michael FitzGerald	" " "	" 27.356625%
James E. FitzGerald Grantor Trust u/t/a dated 1/1/2001	" "	15.8085%
Betty G. FitzGerald Grantor Trust u/t/a dated 1/1/2001	" "	15.8085%
woodlawn Ventures; Trie	1739 W. Berwyn Cliedyo, IL ouo40	£^

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Page 3 of 13

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.
--	------------------	--	---

N/A

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns J 0% or more of the Disclosing Party been declared in arrearage on any

child support obligations by any Illinois court of competent jurisdiction?

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

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

☒ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11.B.1. of this EDS:

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

of local government.

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

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

Page 5 of 13

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

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

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or

being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

N/A

Page 6 of 13

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

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

N/A

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

n7a

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☒ (X) is not

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

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

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

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?
☐ Yes ☒ (X) No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

X

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

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

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions

below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating

the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

(Print or type name of Disclosing Party)

(Sign here) (Print or type

name of person signing)

(Print or type title of person signing)

PAfc/frJ 6IL- Op TH^T F iTZ-C^A L-6 r-ftMIL ,

Signed and sworn to before me on (date) 1A-^-NiD
at C-OOV^ County, 3.\r^/:>v^ (state).

Commission expires: * \ \ 0 \ \ W

*■ Page 12 of 13

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section 11.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the

Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

☐ Yes ☒ No

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

N/A

Page 13 of 13

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☒ Not Applicable

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

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

CITY OF CHICAGO ECONOMIC
DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION 1 -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable: James E.
FitzGerald Grantor Trust u/t/a/dated 1/1/2001

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. ☒ a legal entity with a right of control (see Section 11. B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: FitzGerald Family Limited Partnership

B. Business address of the Disclosing Party: 1739 West Berwyn
Chicago, IL 60640

C. Telephone: (773) 878~ 7902 Fax: (773 ? 802 7902 Email:
marykrigbaum@comcast.net

Patrick FitzGerald

D. Name of contact person:

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

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

G. Which City agency or department is requesting this EDS? Department of Planning & Development,
Bureau of Zoning

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

Specification # N/A and Contract #

Page 1 of 13

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. 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 ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Patrick	FitzGerald	Co-Trustee	Michael	FitzGerald	Co
-Trustee					

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Patrick FitzGerald	1739 W. Berwyn Chicago, IL 60640	50%
Michael FitzGerald	Same as above	50%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Page 3 of 13

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.
--	------------------	--	---

N/A

(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-41 5, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

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

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

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

☐Yes ☐No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

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

Page 5 of 13

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

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

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

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

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

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

N/A

Page 6 of 13

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

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

N/A

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

n7a

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☐ is not

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

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

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

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?
☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

X

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

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

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

(Print or type name of Disclosing Party)

(Sign here)

(Print or type name of person signing)

T^Tiz£

(Print or type title of person signing)

Signed and sworn to before me on (date) *A~"
at C-o&V^ County, ~3-\\ry;o (state).

Ol OW^VJl. i^^pWtVs \

Notary Public.

OFFICIAL SEAL LILLIAN LSHEPHARD

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/10/16

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section L1.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a

"familial relationship" with an elected city official or department head?

☐ Yes

☒ No

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

N/A

Page 13 of 13

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPEND DC B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☐ Not Applicable

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

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

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:

Betty G. FitzGerald Grantor Trust u/t/a dated 1/1/2001

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. ☒ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: FitzGerald Family Limited Partnership

o d • aa t ^ r \- i • n *

1739 West Berwyn

B. Business address of the Disclosing Party:

*

Chicago, IL 60640

C. Telephone: (773)878-7902 Fax: (773) 802-7902 Email marykrigbaumOcomcast.net

Patrick FitzGerald

D. Name of contact person:

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

N/A

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

G. Which City agency or department is requesting this EDS? Department of planning & Development,
Bureau of Zoning

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

Specification # N/A and Contract #

Page 1 of 13

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing ☐ 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 ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Patrick	FitzGerald	Co-Trustee	Michael	FitzGerald	Co
-Trustee					

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Patrick FitzGerald	1739 W. Berwyn Chicago, IL 60640	50%
Michael FitzGerald	Same as above	50%

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☐ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees

paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Page 3 of 13

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.
---	-------------------------	---	--

N/A

(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

[JYes [JNo

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV,

"Disclosure of Subcontractors and Other Retained Parties");

- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 13

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

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

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

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

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

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

N/A

Page 6 of 13

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

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

N/A

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

Wa

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☐ is not

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

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

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

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

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

N/A

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

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

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions

below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

(Print or type name of Disclosing Party)

(Print or type name of person signing)

(Print or type title of person signing)
(state).

Signed and sworn to before me on

Notary Public.

Page 12 of 13
at L-roU^ County, rxA\)

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section 11.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

☐ Yes

☒ No

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

N/A

Page 13 of 13

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☐ Not Applicable

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

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

**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: Woodlawn Ventures, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. H a legal entity with a right of control (see Section II.B. 1.) State the legal name of the entity in which the Disclosing Party holds a right of control: FitzGerald Family Limited Partnership

B. Business address of the Disclosing Party: 173 9 West Berwyn
Chicago, IL 60640

C. Telephone: (773)878-7902 Fax: (773)802-7902 ^j. marykrigbaum@comcast.net
<mailto:marykrigbaum@comcast.net>

Patrick FitzGerald

D. Name of contact person:

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

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

G. Which City agency or department is requesting this EDS? Department of Planning & Development,
Bureau of Zoning

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

Specification # N/A and Contract #

Page 1 of 13

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. 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 ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Patrick FitzGerald President, Sole Director

Mary K. Krigbaum

Secretary and Treasurer

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Patrick FitzGerald	912 W. Lake St. Chicago, IL 60607	68%
Declaration of Trust of		
Betty G. FitzGerald dated 5/1/92	1739 W. Berwyn Chicago, IL 60640	32%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Page 3 of 13

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.
---	-------------------------	---	--

N/A

(Add sheets if necessary)

[3§ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[] Yes [X] 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?

[J] Yes [J] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for

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

Page 4 of 13

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of

employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 13

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

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

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

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

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

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

N/A

Page 6 of 13

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

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

N/A

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

n7a

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☐ XJ is not

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

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

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in

Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

X

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the

Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

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

Page 9 of 13

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.1. above.

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐Yes ☐No If "Yes," answer the three questions

below:

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

☐Yes ☐No

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

☐Yes ☐No

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

☐ Yes ☐ No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the

City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1 -23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

W^rfti^WrJ VthSfr&y*, } i/v'O BV (TS pE^-t>fNT pATfcJGk- F'TZC^AU) (Print or type name of Disclosing Party)

(Sign here)

(Print or type name of person signing)

Pft^i OfcA/T

(Print or type title of person signing)

Signed and sworn to before me on (date)

at C-ff>^ County, TH\\r\DVt? (state).

Commission expires:

^Ulive^VI . t^L^AvOLAO^ Notary Public.

v\l\b\ib .

OFFICIAL SEAL LILLIAN LSHEPHARD
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/10/16

Page 12 of 13

| 0^j*?3H8JMAiJjU * aowiiiwaurg-oijaus •••-a-om
^ ar\or\ro-33a:TX3 K0.32W.O;! v;/,

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a

"familial relationship" with an elected city official or department head?

☐ Yes

☒ No

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

N/A

Page 13 of 13

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☐ Not Applicable

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

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

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:

Amended and Restated Declaration of Trust of Betty G. FitzGerald

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. ☒ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: FitzGerald Family Limited Partnership

d o • j j r \ - i • n * 1739 West Berwyn
B. Business address of the Disclosing Party: £
Chicago, IL 60640

C. Telephone: (773)878-7902 Fax; (773)802-7902 Em&•± marykrigbaum@comcast.net
<mailto:marykrigbaum@comcast.net>

Patrick FitzGerald

D. Name of contact person:

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

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

Disclosing Party proposes to rezone the property commonly known as 200-214 N. Peoria Street; 900-924 W. Lake Street; and 201-215 N. Sangamon Street for the purpose of constructing a residential building with commercial retail on the ground floor.

G. Which City agency or department is requesting this EDS? Department of planning & Development,
Bureau of Zoning

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

Specification # N/A and Contract #

Page 1 of 13

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. 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 ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

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

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

Name Title

Patrick	FitzGerald	Co-Trustee	Michael	FitzGerald	Co
-Trustee					

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Patrick FitzGerald	1739 W. Berwyn Chicago, IL 60640	50%
Michael FitzGerald	Same as above	50%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to

disclosing, whether any such person or entity retains the disclosing party and retains or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Page 3 of 13

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.
--	------------------	--	---

N/A

(Add sheets if necessary)

[>] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection

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").

Page 5 of 13

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

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

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

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

Security, State and Department of Commerce or their successors; the specially designated nationals list, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

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

N/A

Page 6 of 13

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

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

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is pq is not

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

* Financial institution as defined in Section 2-32-100(c), State Municipal Code.

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

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

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

N/A

Page 7 of 13

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

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

N/A

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Page 8 of 13

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

X

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

N/A

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

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

Page 9 of 13

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions

below:

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

☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

This section is not applicable.

Page 10 of 13

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

Information submitted in this EDS:

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

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

CERTIFICATION

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

AMf/v-°6;6 /Zg^TAr&o beo^^^AT'o/^ of T&<s>7

(Print or type name of Disclosing Party)

(Print or type name of person signing)

TIL^TTtr^

(Print or type title of person signing)

Signed and sworn to before me on (date) at iLfloV^
County, _L.\\fVh^ (state).

Notary Public.

Commission expires: \\b\\I lo

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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

☐ Yes

☒ No

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

N/A

Page 13 of 13

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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

☐ Yes

☐ No

☐ Not Applicable

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

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