
2012 Annual Report

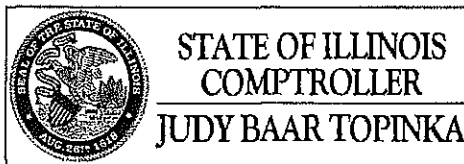
Stockyards Annex Redevelopment Project Area



Pursuant to 65 ILCS 5/11-74.4-5(d)

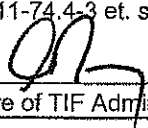
JUNE 30, 2013

FY 2012
ANNUAL TAX INCREMENT FINANCE
REPORT



Name of Municipality: Chicago Reporting Fiscal Year: 2012
 County: Cook Fiscal Year End: 12/31/2012
 Unit Code: 016/620/30

TIF Administrator Contact Information			
First Name:	<u>Andrew J.</u>	Last Name:	<u>Mooney</u>
Address:	<u>City Hall 121 N. LaSalle</u>	Title:	<u>Administrator</u>
Telephone:	<u>(312) 744-0025</u>	City:	<u>Chicago, IL</u> Zip: <u>60602</u>
Mobile	<u>n/a</u>	E-mail	<u>TIFReports@cityofchicago.org</u>
Mobile Provider	<u>n/a</u>	Best way to contact	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mobile <input type="checkbox"/> Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in:
City of Chicago
 is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

June 28, 2013
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
105th/Vincennes	10/3/2001	12/31/2025
111th Street/Kedzie Avenue Business District	9/29/1999	9/29/2022
119th and Halsted	2/6/2002	12/31/2026
119th/I-57	11/6/2002	12/31/2026
128th and Torrence	12/21/1994	12/21/2017
134th and Avenue K	3/12/2008	12/31/2032
24th/Michigan	7/21/1999	7/21/2022
26th and King Drive	1/11/2006	12/31/2030
35th and Wallace	12/15/1999	12/31/2023
35th/Halsted	1/14/1997	12/31/2021
35th/State	1/14/2004	12/31/2028
40th/State	3/10/2004	12/31/2012
43rd/Cottage Grove	7/8/1998	12/31/2022
45th/Western Industrial Park Conservation Area	3/27/2002	12/31/2026
47th/Ashland	3/27/2002	12/31/2026
47th/Halsted	5/29/2002	12/31/2026
47th/King Drive	3/27/2002	12/31/2026
47th/State	7/21/2004	12/31/2028
49th Street/St. Lawrence Avenue	1/10/1996	12/31/2020
51st/ Archer	5/17/2000	12/31/2024
51st/Lake Park	11/15/2012	12/31/2036
53rd Street	1/10/2001	12/31/2025

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Name of Municipality: Chicago
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Reporting Fiscal Year: 2012
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60th and Western	5/9/1996	5/9/2019
63rd/Ashland	3/29/2006	12/31/2030
63rd/Pulaski	5/17/2000	12/31/2024
67th/Cicero	10/2/2002	12/31/2026
67th/Wentworth	5/04/2011	12/31/2035
69th/Ashland	11/3/2004	12/31/2028
71st and Stony Island	10/7/1998	10/7/2021
72nd and Cicero	11/17/1993	12/31/2012
73rd and Kedzie	11/17/1993	12/31/2012
73rd/University	9/13/2006	12/31/2030
79th and Cicero	6/8/2005	12/31/2029
79th Street Corridor	7/8/1998	7/8/2021
79th Street/Southwest Highway	10/3/2001	12/31/2025
79th/Vincennes	9/27/2007	12/31/2031
83rd/Stewart	3/31/2004	12/31/2028
87th/Cottage Grove	11/13/2002	12/31/2026
89th and State	4/1/1998	4/1/2021
95th and Western	7/13/1995	7/13/2018
95th Street and Stony Island	5/16/1990	12/31/2014
Addison Corridor North	6/4/1997	6/4/2020
Addison South	5/9/2007	12/31/2031
Archer Courts	5/12/1999	12/31/2023
Archer/ Central	5/17/2000	12/31/2024
Archer/Western	2/11/2009	12/31/2033
Armitage/Pulaski	6/13/2007	12/31/2031
Austin/Commercial	9/27/2007	12/31/2031
Avalon Park/South Shore	7/31/2002	12/31/2026
Avondale	7/29/2009	12/31/2033
Belmont/ Central	1/12/2000	12/31/2024
Belmont/Cicero	1/12/2000	12/31/2024
Bronzeville	11/4/1998	12/31/2022
Bryn Mawr/Broadway	12/11/1996	12/11/2019
Calumet Avenue/Cermak Road	7/29/1998	7/29/2021
Calumet River	3/10/2010	12/31/2034
Canal/Congress	11/12/1998	12/31/2022
Central West	2/16/2000	12/31/2024
Chicago/ Kingsbury	4/12/2000	12/31/2024
Chicago/Central Park	2/27/2002	12/31/2026
Chicago Lakeside Development – Phase 1 (USX)	5/12/2010	12/31/2034
Cicero/Archer	5/17/2000	12/31/2024
Clark Street and Ridge Avenue	9/29/1999	9/29/2022
Clark/Montrose	7/7/1999	7/7/2022
Commercial Avenue	11/13/2002	12/31/2026

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Reporting Fiscal Year: 2012
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Devon/Sheridan	3/31/2004	12/31/2028
Devon/Western	11/3/1999	12/31/2023
Diversey/ Narragansett	2/5/2003	12/31/2027
Division/Homan	6/27/2001	12/31/2025
Division/North Branch	3/15/1991	12/31/2012
Division-Hooker	7/10/1996	12/31/2012
Drexel Boulevard	7/10/2002	12/31/2026
Eastman/North Branch	10/7/1993	12/31/2012
Edgewater/ Ashland	10/1/2003	12/31/2027
Elston/Armstrong Industrial Corridor	7/19/2007	12/31/2031
Englewood Mall	11/29/1989	12/31/2013
Englewood Neighborhood	6/27/2001	12/31/2025
Ewing Avenue	3/10/2010	12/31/2034
Forty-first Street and Dr. Martin Luther King, Jr. Drive	7/13/1994	12/31/2018
Fullerton/ Milwaukee	2/16/2000	12/31/2024
Galewood/Armitage Industrial	7/7/1999	7/7/2022
Goose Island	7/10/1996	7/10/2019
Greater Southwest Industrial Corridor (East)	3/10/1999	12/31/2023
Greater Southwest Industrial Corridor (West)	4/12/2000	12/31/2024
Harlem Industrial Park Conservation Area	3/14/2007	12/31/2031
Harrison/Central	7/26/2006	12/31/2030
Hollywood/Sheridan	11/7/2007	12/31/2031
Homan/Grand Trunk	12/15/1993	12/31/2012
Homan-Arthington	2/5/1998	2/5/2021
Howard-Paulina	10/14/1988	12/31/2012
Humboldt Park Commercial	6/27/2001	12/31/2025
Irving Park/Elston	5/13/2009	12/31/2033
Irving/Cicero	6/10/1996	12/31/2020
Jefferson Park Business District	9/9/1998	9/9/2021
Jefferson/ Roosevelt	8/30/2000	12/31/2024
Kennedy/Kimball	3/12/2008	12/31/2032
Kinzie Industrial Corridor	6/10/1998	6/10/2021
Kostner Avenue	11/5/2008	12/31/2032
Lake Calumet Area Industrial	12/13/2000	12/31/2024
Lakefront	3/27/2002	12/31/2026
Lakeside/Clarendon	7/21/2004	12/31/2012
LaSalle Central	11/15/2006	12/31/2030
Lawrence/ Kedzie	2/16/2000	12/31/2024
Lawrence/Broadway	6/27/2001	12/31/2025
Lawrence/Pulaski	2/27/2002	12/31/2026
Lincoln Avenue	11/3/1999	12/31/2023
Lincoln-Beimont-Ashland	11/2/1994	12/31/2018
Little Village East	4/22/2009	12/31/2033
Little Village Industrial Corridor	6/13/2007	12/31/2031

Name of Municipality: Chicago

County: Cook

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Reporting Fiscal Year: 2012

Fiscal Year End: 12 / 31 / 2012

Madden/Wells	11/6/2002	12/31/2026
Madison/Austin Corridor	9/29/1999	12/31/2023
Michigan/Cermak	9/13/1989	12/31/2013
Midway Industrial Corridor	2/16/2000	12/31/2024
Midwest	5/17/2000	12/31/2024
Montclare	8/30/2000	12/31/2024
Montrose/Clarendon	6/30/2010	12/31/2034
Near North	7/30/1997	7/30/2020
Near South	11/28/1990	12/31/2014
Near West	3/23/1989	12/31/2013
North Branch (North)	7/2/1997	12/31/2021
North Branch (South)	2/5/1998	2/5/2021
North Pullman	6/30/2009	12/31/2033
North-Cicero	7/30/1997	7/30/2020
Northwest Industrial Corridor	12/2/1998	12/2/2021
Ogden/Pulaski	4/9/2008	12/31/2032
Ohio/Wabash	6/7/2000	12/31/2024
Pershing/King	9/5/2007	12/31/2031
Peterson/ Cicero	2/16/2000	12/31/2024
Peterson/ Pulaski	2/16/2000	12/31/2024
Pilsen Industrial Corridor	6/10/1998	12/31/2022
Portage Park	9/9/1998	9/9/2021
Pratt/Ridge Industrial Park Conservation Area	6/23/2004	12/31/2028
Pulaski Corridor	6/9/1999	6/9/2022
Randolph and Wells	6/9/2010	12/31/2034
Ravenswood Corridor	3/9/2005	12/31/2029
Read-Dunning	1/11/1991	12/31/2015
River South	7/30/1997	7/30/2020
River West	1/10/2001	12/31/2025
Roosevelt/Canal	3/19/1997	12/31/2021
Roosevelt/Cicero	2/5/1998	2/5/2021
Roosevelt/Racine	11/4/1998	12/31/2022
Roosevelt/Union	5/12/1999	5/12/2022
Roosevelt-Homan	12/5/1990	12/31/2014
Roseland/Michigan	1/16/2002	12/31/2026
Sanitary Drainage and Ship Canal	7/24/1991	12/31/2015
South Chicago	4/12/2000	12/31/2024
South Works Industrial	11/3/1999	12/31/2023
Stevenson/Brighton	4/11/2007	12/31/2031
Stockyards Annex	12/11/1996	12/31/2020
Stockyards Industrial Commercial	3/9/1989	12/31/2013
Stockyards Southeast Quadrant Industrial	2/26/1992	2/26/2015
Stony Island Avenue Commercial and Burnside Industrial Corridors	6/10/1998	12/31/2034
Touhy/Western	9/13/2006	12/31/2030

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

Name of Redevelopment Project Area: Stockyards Annex Redevelopment Project Area
Primary Use of Redevelopment Project Area*: Industrial
If "Combination/Mixed" List Component Types:
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <u>X</u> Industrial Jobs Recovery Law _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2012, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

Fund Balance at Beginning of Reporting Period \$ 14,372,607

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	1,219,786	\$ 19,368,474	97%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	29,733		0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers in from Municipal Sources (Porting in)		525,000	3%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period	1,249,519
Cumulative Total Revenues/Cash Receipts	\$ 19,893,474 100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	2,816,921
Transfers out to Municipal Sources (Porting out)	3,950,064
Distribution of Surplus	567,000
Total Expenditures/Disbursements	7,333,985
NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS	(6,084,466)
FUND BALANCE, END OF REPORTING PERIOD*	\$ 8,288,141

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

* Except as set forth in the next sentence, each amount reported on the rows below, if any, is cumulative from the inception of the respective Project Area. Cumulative figures for the categories of 'Interest,' 'Land/Building Sale Proceeds' and 'Other' may not be fully available for this report due to either of the following: (i) the disposal of certain older records pursuant to the City's records retention policy, or (ii) the availability of records only from January 1, 1997 forward.

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 2,816,921

Section 3.2 B

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.*

Name	Service	Amount
City Staff Costs ¹	Administration	\$23,347
Oakk Construction Company Inc.	Property Management	\$121,062
Experimur Properties LLC	Development	\$2,500,000
SomerCor 504, Inc.	Rehabilitation Program	\$160,875

¹ Costs relate directly to the salaries and fringe benefits of employees working solely on tax increment financing districts.

* This table may include payments for Projects that were undertaken prior to 11/1/1999.

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))
Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period
(65 ILCS 5/11-74.4-5 (d) (5) (D) and 65 ILCS 5/11-74.6-22 (d) (5) (D))

FUND BALANCE, END OF REPORTING PERIOD \$ 8,288,141

	Amount of Original Issuance	Amount Restricted
1. Description of Debt Obligations		
Restricted for debt service	\$ -	\$ -

Total Amount Restricted for Obligations \$ - \$ -

2. Description of Project Costs to be Paid		
Restricted for future redevelopment project costs		\$ 8,288,141

Total Amount Restricted for Project Costs \$ 8,288,141

TOTAL AMOUNT RESTRICTED \$ 8,288,141

SURPLUS*/(DEFICIT) \$ -

*NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts.

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	3918 S. Wells Street
Approximate size or description of property:	N/A
Purchase price:	N/A
Seller of property:	N/A

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

If **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area, indicate so in the space provided:
 If Projects **WERE** undertaken by the Municipality Within the Redevelopment Project Area enter the **TOTAL** number of projects and list them in detail below. 3

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 **MUST BE INCLUDED** WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED **IF** PROJECTS ARE LISTED ON THESE PAGES

See "General Notes" Below.

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken	\$ -	\$ -	\$ 16,411,319
Public Investment Undertaken	\$ 2,898,604	\$ 417,132	\$ 5,525,000
Ratio of Private/Public Investment	0		2 33/34

Project 1: Small Business Improvement Fund (SBIF) **	Project is Ongoing ***		
Private Investment Undertaken			\$ 3,000,000
Public Investment Undertaken	\$ 398,604	\$ 367,132	\$ 1,500,000
Ratio of Private/Public Investment	0		2

Project 2: Experimur	Project is Ongoing ***		
Private Investment Undertaken			\$ 13,411,319
Public Investment Undertaken	\$ 2,500,000		\$ 3,700,000
Ratio of Private/Public Investment	0		3 5/8

Project 3: TIFWorks - Stockyards Annex **	Project is Ongoing ***		
Private Investment Undertaken			
Public Investment Undertaken		\$ 50,000	\$ 325,000
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 7:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 8:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 9:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Ratio of Private/Public Investment	0		0
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** Depending on the particular goals of this type of program, the City may: i) make an advance disbursement of the entire public investment amount to the City's program administrator, ii) disburse the amounts through an escrow account, or iii) pay the funds out piecemeal to the program administrator or to the ultimate grantee as each ultimate grantee's work is approved under the program.

*** As of the last date of the reporting fiscal year, the construction of this Project was ongoing; the Private Investment Undertaken and Ratio figures for this Project will be reported on the Annual Report for the fiscal year in which the construction of the Project is completed and the total Private Investment figure is available.

General Notes

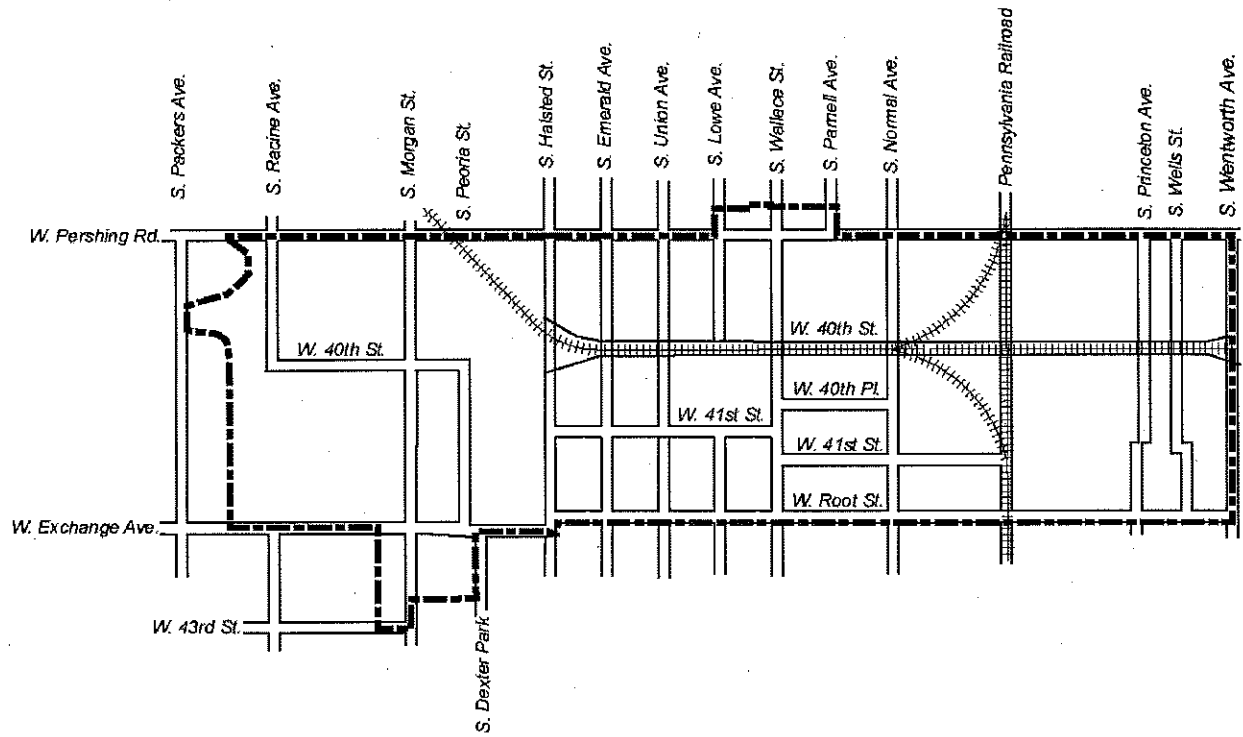
(a) Each actual or estimated Public Investment reported here is, to the extent possible, comprised only of payments financed by tax increment revenues. In contrast, each actual or estimated Private Investment reported here is, to the extent possible, comprised of payments financed by revenues that are not tax increment revenues and, therefore, may include private equity, private lender financing, private grants, other public monies, or other local, state or federal grants or loans.

(b) Each amount reported here under Public Investment Undertaken, Total Estimated to Complete Project, is the maximum amount of payments financed by tax increment revenues that could be made pursuant to the corresponding Project's operating documents, but not including interest that may later be payable on developer notes, and may not necessarily reflect actual expenditures, if any, as reported in Section 3 herein. The total public investment amount ultimately made under each Project will depend upon the future occurrence of various conditions, including interest that may be payable on developer notes as set forth in the Project's operating documents.

(c) Each amount reported here under Public Investment Undertaken, 11/1/1999 to Date, is cumulative from the Date of execution of the corresponding Project to the end of the reporting year, and may include interest amounts paid to finance the Public Investment amount. Projects undertaken prior to 11/1/1999 are not reported on this table.

(d) Intergovernmental agreements, if any, are reported on Attachment M hereto.

Stockyards Annex Redevelopment Project Area 2012 Annual Report



STATE OF ILLINOIS)

) SS

Attachment B

COUNTY OF COOK)

CERTIFICATION

TO:

Judy Baar Topinka
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Barbara Byrd-Bennett
Chief Executive Officer
Chicago Board of Education
125 South Clark Street, 5th Floor
Chicago, Illinois 60603

James R. Dempsey
Associate Vice Chancellor-Finance
City Colleges of Chicago
226 West Jackson Boulevard, Room 1125
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance
Metropolitan Water Reclamation District of
Greater Chicago
100 East Erie Street, Room 2429
Chicago, Illinois 60611

Herman Brewer
Bureau Chief
Cook County Bureau of Economic Dev.
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

Douglas Wright
South Cook County Mosquito Abatement
District
155th & Dixie Highway
P.O. Box 1030
Harvey, Illinois 60426

Lawrence Wilson, Comptroller
Forest Preserve District of Cook County
69 W. Washington Street, Suite 2060
Chicago, IL 60602

Michael P. Kelly, General Superintendent &
CEO
Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611

I, Rahm Emanuel, in connection with the annual report (the "Report") of information required by Section 11-74.4-5(d) of the Tax Increment Allocation Redevelopment Act, 65 ILCS5/11-74.4-1 et seq., (the "Act") with regard to the Stockyards Annex Redevelopment Project Area (the "Redevelopment Project Area"), do hereby certify as follows:

Attachment B

1. I am the duly qualified and acting Mayor of the City of Chicago, Illinois (the "City") and, as such, I am the City's Chief Executive Officer. This Certification is being given by me in such capacity.

2. During the preceding fiscal year of the City, being January 1 through December 31, 2012, the City complied, in all material respects, with the requirements of the Act, as applicable from time to time, regarding the Redevelopment Project Area.

3. In giving this Certification, I have relied on the opinion of the Corporation Counsel of the City furnished in connection with the Report.

4. This Certification may be relied upon only by the addressees hereof.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of this 28th day of June, 2013.

Handwritten signature of Rahm Emanuel in black ink, written in a cursive style. The signature includes the initials "SRP" at the end.

Rahm Emanuel, Mayor
City of Chicago, Illinois



June 28, 2013

DEPARTMENT OF LAW

Attachment C

CITY OF CHICAGO

Judy Baar Topinka
Comptroller of the State of Illinois
James R. Thompson Center
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601
Attention: June Canello, Director of Local
Government

Barbara Byrd-Bennett
Chief Executive Officer
Chicago Board of Education
125 South Clark Street, 5th Floor
Chicago, Illinois 60603

James R. Dempsey
Associate Vice Chancellor-Finance
City Colleges of Chicago
226 West Jackson Boulevard, Room 1125
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street, Room 2429
Chicago, Illinois 60611

Herman Brewer
Bureau Chief
Cook County Bureau of Economic Dev.
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

Douglas Wright
South Cook County Mosquito Abatement
District
155th & Dixie Highway
P.O. Box 1030
Harvey, Illinois 60426

Lawrence Wilson, Comptroller
Forest Preserve District of Cook County
69 W. Washington Street, Suite 2060
Chicago, IL 60602

Michael P. Kelly, General Superintendent
& CEO
Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611

Re: Stockyards Annex
Redevelopment Project Area (the "Redevelopment Project
Area")

Dear Addressees:

I am the Corporation Counsel of the City of Chicago, Illinois (the "City") and, in such capacity, I am the head of the City's Law Department. In such capacity, I am providing the opinion required by Section 11-74.4-5(d)(4) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), in connection with the submission of the report (the "Report") in accordance with, and containing the information required by, Section 11-74.4-5(d) of the Act for the Redevelopment Project Area.

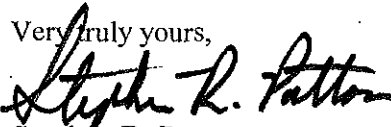
June 28, 2013

Attorneys, past and present, in the Law Department of the City and familiar with the requirements of the Act, have had general involvement in the proceedings affecting the Redevelopment Project Area, including the preparation of ordinances adopted by the City Council of the City with respect to the following matters: approval of the redevelopment plan and project for the Redevelopment Project Area, designation of the Redevelopment Project Area as a redevelopment project area, and adoption of tax increment allocation financing for the Redevelopment Project Area, all in accordance with the then applicable provisions of the Act. Various departments of the City, including, if applicable, the Law Department, Department of Housing and Economic Development, Department of Finance and Office of Budget and Management (collectively, the "City Departments"), have personnel responsible for and familiar with the activities in the Redevelopment Project Area affecting such Department(s) and with the requirements of the Act in connection therewith. Such personnel are encouraged to seek and obtain, and do seek and obtain, the legal guidance of the Law Department with respect to issues that may arise from time to time regarding the requirements of, and compliance with, the Act.

In my capacity as Corporation Counsel, I have relied on the general knowledge and actions of the appropriately designated and trained staff of the Law Department and other applicable City Departments involved with the activities affecting the Redevelopment Project Area. In addition, I have caused to be examined or reviewed by members of the Law Department of the City the certified audit report, to the extent required to be obtained by Section 11-74.4-5(d)(9) of the Act and submitted as part of the Report, which is required to review compliance with the Act in certain respects, to determine if such audit report contains information that might affect my opinion. I have also caused to be examined or reviewed such other documents and records as were deemed necessary to enable me to render this opinion. Nothing has come to my attention that would result in my need to qualify the opinion hereinafter expressed, subject to the limitations hereinafter set forth, unless and except to the extent set forth in an Exception Schedule attached hereto as Schedule 1.

Based on the foregoing, I am of the opinion that, in all material respects, the City is in compliance with the provisions and requirements of the Act in effect and then applicable at the time actions were taken from time to time with respect to the Redevelopment Project Area.

This opinion is given in an official capacity and not personally and no personal liability shall derive herefrom. Furthermore, the only opinion that is expressed is the opinion specifically set forth herein, and no opinion is implied or should be inferred as to any other matter. Further, this opinion may be relied upon only by the addressees hereof and the Mayor of the City in providing his required certification in connection with the Report, and not by any other party.

Very truly yours,

Stephen R. Patton
Corporation Counsel

SCHEDULE 1

(Exception Schedule)

No Exceptions

Note the following Exceptions:

ATTACHMENT D

Activities Statement

Projects that were implemented during the preceding fiscal year are set forth below:

<u>Name of Project</u>
Experimur

ATTACHMENT D



Doc#: 1230518058 Fee: \$166.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/31/2012 11:37 AM Pg: 1 of 65

1120308
5076
1747

S:\SHARED\Finance\Gaynor New\Housing & Econ Dev\Experimur\RDA\rda 11.doc

This agreement was prepared by and after recording return to:
Michael L. Gaynor
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

EXPERIMUR REDEVELOPMENT AGREEMENT

22nd This Experimur Redevelopment Agreement (this "Agreement" or "RDA") is effective as of the 22nd day of October, 2012, by and among City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), Experimur Properties, LLC, an Illinois limited liability company (the "Owner"), and Experimur, LLC, an Illinois limited liability company (the "Operator" and, collectively with the Owner, the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on December 11, 1996 : (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stockyards Annex Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on October 6, 2005); (2) "An Ordinance of the City of Chicago, Illinois Designating the Stockyards Annex Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax

Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Stockyards Annex Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Owner has purchased (the "Acquisition") certain property located within the Redevelopment Area at 4045 South Morgan Street, Chicago, Illinois 60609 and legally described on Exhibit B hereto (the "Property"). The Owner has completed the first phase ("Phase 1") of the rehabilitation of approximately 54,000 square feet of an approximately 72,000 square foot building thereon for use as a pharmaceutical testing facility (the "Facility"). The Owner anticipates, within the time frames set forth in Section 3.01 hereof, commencing and completing the second phase ("Phase 2") of the rehabilitation of the remaining approximately 18,000 square feet of the Facility. The rehabilitation of the Facility (including both Phase 1 and Phase 2) and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) is referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. The Operator occupies the Facility pursuant to a lease between the Owner and the Operator dated August 1, 2009 (the "Lease").

E. Redevelopment Plan: The Project has been and will be carried out in accordance with this Agreement and the City of Chicago Stockyards Annex Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan, as amended (the "Redevelopment Plan"), a copy of which is attached to "An Ordinance of the City of Chicago, Illinois Approving Amendment Number 1 to the Redevelopment Plan for the Stockyards Annex Redevelopment Project Area" adopted by the City Council on October 6, 2005 and published in the Journal of Proceedings of the City Council for such date at pages 56906 to 57163.

F. City Financing: Pursuant to an ordinance adopted by the City Council on February 15, 2012 and published in the Journal of Proceedings of the City Council for such date at pages 20123 to 20184, the City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Actual residents of the City" shall mean persons domiciled within the City.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) [intentionally omitted]; (2) compliance with the Jobs Covenant (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) occurrence of a Capital Event, if any (Section 4.09); (7) earning of Above Average Profits, if applicable (Section 4.10); (8) current certification from the United States Department of Agriculture, accreditation from the Association for the Assessment and Accreditation of Laboratory Animal Care International, and compliance inspection approval from the United States Food and Drug Administration; and (9) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"Certificate" shall mean, collectively, the Phase 1 Certificate of Completion of Rehabilitation and the Phase 2 Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Phase 2 Scope Drawings, Phase 2 Plans and Specifications or the Phase 2 Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof, comprised collectively of Phase 1 City Funds and Phase 2 City Funds.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean the contract entered or to be entered into between the Developer and the applicable General Contractor providing for construction of the Project, comprised collectively of the Phase 1 Construction Contract and the Phase 2 Construction Contract.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b), comprised collectively of the Phase 1 Equity and the Phase 2 Equity.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement, comprised collectively of the Phase 1 Escrow and the Phase 2 Escrow.

"Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, entered into or to be entered into by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), for the Project, comprised collectively of the Phase 1 Escrow Agreement and the Phase 2 Escrow Agreement.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Final Disbursement" shall have the meaning set forth in Section 4.03(c) hereof.

"Financial Statements" shall mean complete financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Forbearance Agreement" shall mean that certain Forbearance Agreement dated July 31, 2011, as amended pursuant to the Amendment to Forbearance Agreement dated December 20, 2011, between the Developer and the Phase 1 Lender, regarding loans in the aggregate principal

amount of \$10,705,000 for Phase 1 (the "Phase 1 Lender Financing"). Prior to or on the Closing Date the Forbearance Agreement may be supplanted or replaced by other documents restructuring the Phase 1 Lender Financing, in which case all references herein to the "Forbearance Agreement" shall thenceforth mean such Phase 1 Lender Financing restructuring documents, certified copies of which the Developer shall provide to the City by not later than the Closing Date. Such supplanting or replacing documents shall include but not be limited to the Loan Modification Agreement (as defined below).

"FTEs" shall have the meaning set forth in Section 8.06.

"General Contractor" shall mean the general contractor(s) hired or to be hired by the Developer for the Project, comprised collectively of the Phase 1 General Contractor and the Phase 2 General Contractor.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Stockyards Annex TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Lease" shall have the meaning set forth in Recital D hereof.

"Lender Financing" shall mean funds borrowed or to be borrowed by the Developer from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof, comprised collectively of the Phase 1 Lender Financing and the Phase 2 Lender Financing.

"Loan Modification Agreement" shall mean that certain Loan Modification Agreement between the Developer and the Phase 1 Lender dated as of August 31, 2012.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean a budget to be deemed attached hereto as an exhibit, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Phase 1" shall have the meaning set forth in the Recitals hereof.

"Phase 2" shall have the meaning set forth in the Recitals hereof.

"Phase 2 Approval" shall mean, at Developer's written request to HED, HED's written approval to the Developer to commence Phase 2 pursuant to Section 8.02 hereof. The Phase 2 Approval may, if necessary, be in the form of an amendment to this Agreement.

"Phase 2 Approval Date" shall mean the date of the Phase 2 Approval.

"Phase 1 Certificate" shall mean the Phase 1 Certificate of Completion of Rehabilitation described in Section 7.01(a).

"Phase 2 Certificate" shall mean the Phase 2 Certificate of Completion of Rehabilitation described in Section 7.01(b).

"Phase 1 Certificate Year" shall mean the calendar year in which the City issues the Phase 1 Certificate.

"Phase 2 Certificate Year" shall mean the calendar year in which the City issues the Phase 2 Certificate.

"Phase 1 City Funds" are as indicated in Sections 4.01 and 4.03(c) hereof.

"Phase 2 City Funds" are as indicated in Sections 4.01 and 4.03(c) hereof.

"Phase 1 Construction Contract" shall mean the contract entered into between the Developer and the Phase 1 General Contractor providing for construction of Phase 1.

"Phase 2 Construction Contract" shall mean a contract to be entered into between the Developer and the Phase 2 General Contractor providing for construction of Phase 2.

"Phase 1 Equity" shall mean funds of the Developer (other than funds derived from Phase 1 Lender Financing) paid for Phase 1, in the amount set forth in Section 4.01 hereof.

"Phase 2 Equity" shall mean funds of the Developer (other than funds derived from Phase 2 Lender Financing) irrevocably available for Phase 2.

"Phase 1 Escrow" shall mean the construction escrow established pursuant to the Phase 1 Escrow Agreement.

"Phase 2 Escrow" shall mean a construction escrow to be established pursuant to the Phase 2 Escrow Agreement.

"Phase 1 Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, entered into by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), for Phase 1.

"Phase 2 Escrow Agreement" shall mean an escrow agreement establishing a construction escrow, to be entered into by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), for Phase 2.

"Phase 1 General Contractor" shall mean the general contractor(s) hired by the Developer for Phase 1.

"Phase 2 General Contractor" shall mean a general contractor(s) to be hired by the Developer for Phase 2.

"Phase 1 Lender Financing" shall mean funds borrowed by the Developer from lenders and paid for costs of Phase 1, in the amount set forth in Section 4.01 hereof.

"Phase 1 Lender" shall mean Citibank, N.A., a national banking association, which provided the Phase 1 Lender Financing.

"Phase 2 Lender Financing" shall mean funds to be borrowed by the Developer from lenders and irrevocably available to pay for costs of Phase 2.

"Phase 1 Mortgage" shall mean that certain mortgage from the Owner to the Phase 1 Lender dated and recorded prior hereto securing the Phase 1 Lender Financing.

"Phase 1 Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of Phase 1 by line item, furnished by the Developer to HED, in accordance with Section 3.03 hereof.

"Phase 2 Project Budget" shall mean a budget to be deemed attached hereto as an exhibit, showing the anticipated total cost of Phase 2 by line item, furnished by the Developer to HED, in accordance with Section 3.03 hereof.

"Phase 2 Plans and Specifications" shall mean construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for Phase 2.

"Phase 2 Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for Phase 2.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof, comprised collectively of Phase 1 and Phase 2.

"Project Budget" shall mean collectively of the Phase 1 Project Budget and the Phase 2 Project Budget.

"Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by the Developer to HED pursuant to Section 4.04 of this Agreement.

"Stockyards Annex TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 31 of either (1) the tenth calendar year after the Phase 2 Certificate Year, or, if there is no Phase 2 Certificate, the twelfth calendar year after the Phase 1 Certificate Year; provided, however, that no City Funds shall be disbursed hereunder after the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2019).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Near North National Title, LLC.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. (a) (i) Subject to Section 7.01(a) hereof, it is agreed that the Developer has completed Phase 1 and is conducting business operations therein. (ii) The Developer shall conduct business operations in Phase 1 for the Term hereof. (b) (i) With respect to Phase 2, it is anticipated that the Developer shall, pursuant to the Phase 2 Plans and Specifications and subject to the provisions of Section 18.17 hereof, commence construction no later than May 1, 2018, and complete construction and conduct business operations therein no later than June 30, 2019. (ii) The Developer shall conduct business operations in the completed Phase 2 for the Term hereof.

3.02 Phase 2 Scope Drawings and Phase 2 Plans and Specifications. The Developer shall deliver the Phase 2 Scope Drawings and Phase 2 Plans and Specifications to HED for HED's approval prior to the Phase 2 Approval Date. After such initial approval, subsequent proposed changes to the Phase 2 Scope Drawings or Phase 2 Plans and Specifications shall be submitted to HED as a Change Order pursuant to Section 3.04 hereof. The Phase 2 Scope Drawings and Phase 2 Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for Phase 2.

3.03 Project Budget. The Developer has furnished to HED, and HED has approved, a Phase 1 Project Budget showing total costs for the Phase 1 Project of \$17,111,318.96. The Developer hereby certifies to the City that (a) the Phase 2 City Funds, together with Phase 2 Lender Financing and Phase 2 Equity described in Section 4.02 hereof, shall be sufficient to complete Phase 2; and (b) the Phase 1 Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to HED certified copies of any Change Orders with respect to the Phase 2 Project Budget for approval pursuant to Section 3.04 hereof. The Developer shall submit a Phase 2 Project Budget and an MBE/WBE Budget to HED for HED's approval prior to the Phase 2 Approval Date.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to Phase 2 must be submitted by the Developer to HED concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to HED for HED's prior written approval: (a) a reduction in the square footage of the Facility; (b) a change in the use of the Property to a use other than a pharmaceutical testing facility; or (c) a delay in the completion of Phase 2 Project; or Change Orders costing more than \$25,000 each, to an aggregate amount of \$100,000. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of HED's written approval (to the extent required in this section). The Phase 2 Construction Contract, and each contract between the Phase 2 General Contractor and any subcontractor, shall contain a provision to this effect. An

approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of Phase 2 City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than Twenty-Five Thousand Dollars (\$25,000.00) each, to an aggregate amount of One Hundred Thousand Dollars (\$100,000.00), do not require HED's prior written approval as set forth in this Section 3.04, but HED shall be notified in writing of all such Change Orders prior to the implementation thereof and the Developer, in connection with such notice, shall identify to HED the source of funding therefor.

3.05 HED Approval. Any approval granted by HED of the Phase 2 Scope Drawings, Phase 2 Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of Phase 2 until the Developer has obtained all necessary permits and approvals (including but not limited to the Phase 2 Approval) and proof of the Phase 2 General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide HED with written monthly progress reports detailing the status of Phase 2, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring HED's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to HED upon the request of HED or any lender providing Phase 2 Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by HED shall be selected to act as the inspecting agent or architect, at the Developer's expense, for Phase 2. The inspecting agent or architect shall perform periodic inspections with respect to Phase 2, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to Phase 2 hereunder.

3.09 Barricades. Prior to commencing any Phase 2 construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during Phase 2, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the

Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with Phase 2, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Phase 1 Project is \$17,111,318.96, applied in the manner set forth in the Phase 1 Project Budget. Such costs shall be funded from the following sources:

Phase 1 Equity and/or Phase 1 Lender Financing	\$13,711,318.96
Estimated City Funds	\$ 3,400,000.00
PHASE 1 TOTAL	\$17,111,318.96

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost. Exhibit C may be amended in connection with the Phase 2 Approval, in which case such amended Exhibit C shall be deemed incorporated herein.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes and/or Bond Proceeds	\$3,700,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements in Phase 2 shall be an amount not to exceed the lesser of \$300,000 or 20% of the actual total Phase 2 costs; and provided further, that the \$3,700,000 to be derived from Incremental Taxes and/or Bond proceeds, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the Stockyards Annex TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$3,700,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Installments of Disbursements of City Funds. Subject to the terms and conditions hereof, the City Funds shall be requisitioned by the Developer and disbursed by the City in the following amounts at the following times:

Amount	Type of City Funds	Requisition Time
\$2,500,000	Phase 1	Closing Date
\$300,000	Phase 1	First Anniversary of Closing Date
\$300,000	Phase 1	Second Anniversary of Closing Date
\$300,000	Phase 1	Third Anniversary of Closing Date
\$300,000 (the "Final Disbursement")	Phase 2	Issuance of Phase 2 Certificate

Provided, however, that the amount of the Final Disbursement of Phase 2 City Funds shall be reduced by \$1 for every \$1 that the Phase 2 Project Budget exceeds the actual final costs of Phase 2. The Developer hereby requests that the first \$2,500,000 to be disbursed as set forth above be paid to the Title Company.

4.04 Phase 2 Construction Escrow ;Requisition Form. (a) The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Phase 2 Escrow Agreement.

(b) On the dates indicated under "Requisition Time" in Section 4.03(c) above (or such other dates as the parties may agree to) thereafter, beginning on the Closing Date and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement, the Developer shall provide HED with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than as set forth in Section 4.03(c) above (or as otherwise permitted by HED). The Developer shall meet with HED at the request of HED to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to Phase 1 prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures. Prior

Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase of Property. A portion of the purchase price of the Property, exclusive of transaction costs, in an amount not to exceed \$2,000,000, shall be reimbursed to the Developer from City Funds on the Closing Date as a TIF-Funded Improvement.

(c) [intentionally omitted]

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of HED, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$100,000 in the aggregate, may be made without the prior written consent of HED.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing Phase 2 exceeds the Phase 2 Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing Phase 2.

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by the Developer to HED of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and, with respect to Phase 2, such work and materials conform to the Phase 2 Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) with respect to Phase 2, Phase 2 is In Balance. Phase 2 shall be deemed to be in balance ("In Balance") only if the total of the available Phase 2 funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Phase 2 costs incurred or to be incurred in the

completion of Phase 2. "Available Phase 2 Funds" as used herein shall mean: (i) the undisbursed Phase 2 City Funds; (ii) the undisbursed Phase 2 Lender Financing, if any; (iii) the undisbursed Phase 2 Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if Phase 2 is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place Phase 2 In Balance, which deposit shall first be exhausted before any further disbursement of the Phase 2 City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances and/or this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement.

4.09 Capital Event.

In the event of a sale of the Operator that also results in Drs. Nabil Hatoum and Bernadette Ryan singly or collectively, directly or indirectly owning or controlling less than a majority of the membership interests of the Operator, the City will share 10% of the net gain on the sale as set forth below. Typically firms are sold at a multiple of their cash flow, with Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") used as a proxy for the cash flow. During normal economic times Contract Research Organizations such as Experimur can be sold for as high as a 15 times multiple.

Below are 2 tables that illustrate the foregoing. The Operator projects that for 2012 it will generate \$1,546,007 in EBITDA. If the Operator were to sell during the 1st year at 15 times this EBITDA, the proceeds would be \$23,190,100. The Operator's current debt is approximately \$13.5 million and it is assumed that the Operator has entered into long-term financing with an amortizing loan. The outstanding debt after one year would be \$13,117,636 which would be netted from the sales amount leaving a net profit of \$10,072,464. Taxes would then be subtracted to arrive at the after-tax profit. For 2012, the City's 10% share would net the City a return of \$654,710. The actual dollar amount is not guaranteed but the 10% sharing is guaranteed.

The tables assume that EBITDA will continue to grow at the long-term rate of inflation estimated to be 3%, debt will amortize each year and taxes are held constant at 35%. After eight years the City's 10% share will be eliminated.

Year	EBITDA	Multiple	Value	Debt	Net Profit	After Tax	City Return	City Return in \$
2012	1,546,007	15	23,190,100	13,117,636	10,072,464	6,547,102	10.0%	654,710
2013	1,592,387	15	23,885,803	12,816,362	10,768,167	6,999,309	10.0%	699,931
2014	1,640,158	15	24,602,377	12,494,910	11,786,016	7,660,910	10.0%	766,091
2015	1,689,363	15	25,340,449	12,151,931	12,845,538	8,349,600	10.0%	834,960

2016	1,740,044	15	26,100,662	11,785,982	13,948,731	9,066,675	10.0%	906,668
2017	1,792,245	15	26,883,682	11,395,524	15,097,701	9,813,505	10.0%	981,351
2018	1,846,013	15	27,690,193	10,978,916	16,294,669	10,591,535	10.0%	1,059,154
2019	1,901,393	15	28,520,898	10,534,408	17,541,982	11,402,288	10.0%	1,140,229

The 2nd table assumes that the Operator is sold for a multiple of 10 times EBITDA. The high amount of leverage currently carried on the books of the Operator significantly reduces the net profit.

Year	EBITDA	Multiple	Value	Debt	Net Profit	After Tax	City Return	City Return in \$
2012	1,546,007	10	15,460,067	13,117,636	2,342,431	1,522,580	10.0%	152,258
2013	1,592,387	10	15,923,869	12,816,362	2,806,233	1,824,051	10.0%	182,405
2014	1,640,158	10	16,401,585	12,494,910	3,585,223	2,330,395	10.0%	233,040
2015	1,689,363	10	16,893,633	12,151,931	4,398,722	2,859,169	10.0%	285,917
2016	1,740,044	10	17,400,441	11,785,982	5,248,511	3,411,532	10.0%	341,153
2017	1,792,245	10	17,922,455	11,395,524	6,136,473	3,988,708	10.0%	398,871
2018	1,846,013	10	18,460,128	10,978,916	7,064,605	4,591,993	10.0%	459,199
2019	1,901,393	10	19,013,932	10,534,408	8,035,016	5,222,760	10.0%	522,276

The Developer shall promptly pay the City any amounts owed pursuant to this Section 4.09.

4.10 Above Average Profits.

In those years where the Operator's net profit margin exceeds 25% the City will share 10% of the net profits as set forth below. The Operator, as a Subchapter S Corporation, is not taxed at the Corporate Rate but net profits are passed through to its owners (or members) who are then taxed at their respective personal rates. In years of profitability the Operator returns 20% of its net profits to its workforce. The Operator retains 35% of all profits to reinvest in the future and support additional growth. The remaining 45% is then distributed to the Operator's owners. The after-tax profits distributed to the Operator's owners shall be the base for the sharing agreement with the City. After eight years the City's 10% share will be eliminated.

For example, assuming that earnings during the first year of the agreement are \$7 million and that the Operator achieves a net profit margin of 30%, the following table indicates the City's 10% share of that profitability. The table also assumes that the Operator achieves growth that mirrors the long-term inflation rate of 3%.

Year	Income	30%	20% Performance Based Compensation	35% Retention in Firm	45% Distribution to Owners	After-Tax Effect Owner's Distribution	City's % Share	City's Dollar Share
2012	7,000,000	2,100,000.00	420,000.00	735,000	945,000	614,250	10%	61,425
2013	7,210,000	2,163,000.00	432,600.00	757,050	973,350	632,678	10%	63,268
2014	7,426,300	2,227,890.00	445,578.00	779,762	1,002,551	651,658	10%	65,166
2015	7,649,089	2,294,726.70	458,945.34	803,154	1,032,627	671,208	10%	67,121
2016	7,878,562	2,363,568.50	472,713.70	827,249	1,063,606	691,344	10%	69,134
2017	8,114,919	2,434,475.56	486,895.11	852,066	1,095,514	712,084	10%	71,208
2018	8,358,366	2,507,509.82	501,501.96	877,628	1,128,379	733,447	10%	73,345

2019	8,609,117	2,582,735.12	516,547.02	903,957	1,162,231	755,450	10%	75,545
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The Developer shall promptly pay the City any amounts owed pursuant to this Section 4.10.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been or, as applicable, will be complied with to the City's satisfaction on or prior to the Closing Date and/or the Phase 2 Approval Date, as applicable and indicated below:

5.01 Project Budget. (a) Prior to the Closing Date, the Developer has submitted to HED, and HED has approved, a Phase 1 Project Budget in accordance with the provisions of Section 3.03 hereof. (b) Prior to the Phase 2 Approval Date, the Developer shall submit to HED for approval, a Phase 2 Project Budget including sources (including Phase 2 Equity and Phase 2 Lender Financing) and uses and an MBE/WBE Budget in accordance with the provisions of Section 3.03 hereof, which two budgets upon HED's approval shall be deemed incorporated herein as exhibits.

5.02 Phase 2 Scope Drawings and Phase 2 Plans and Specifications. Prior to the Phase 2 Approval Date, the Developer shall submit to HED for approval, the Phase 2 Scope Drawings and Phase 2 Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. Prior to the Phase 2 Approval Date, the Developer shall secure all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to HED.

5.04 Financing. (a) [intentionally omitted]. (b) Prior to the Phase 2 Approval Date, the Developer shall furnish proof reasonably acceptable to the City that the Developer has Phase 2 Equity and Phase 2 Lender Financing to complete Phase 2 and satisfy its obligations under this Agreement. If a portion of such funds consists of Phase 2 Lender Financing, the Developer shall furnish proof as of the Phase 2 Approval Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Phase 2 Equity) to complete Phase 2. Prior to the Phase 2 Approval date, the Developer shall deliver to HED a copy of the Phase 2 Escrow Agreement entered into by the Developer regarding the Phase 2 Lender Financing.

5.05 Acquisition and Title. (a) On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto. (b) Prior to the Phase 2 Approval Date, the Developer shall provide the City with a date-down of the Title Policy.

5.06 Evidence of Clean Title. (a) Prior to the Closing Date, the Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State

UCC search

Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens. (b) Prior to the Phase 2 Approval Date, the Developer shall provide the City with updates of the foregoing searches in Section 5.06(a).

5.07 Surveys. Prior to the Closing Date, the Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. (a) Prior to the Closing Date, the Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to HED. (b) Prior to the Phase 2 Approval Date, the Developer shall provide the City with current insurance certificates required pursuant to Section 12 hereof evidencing the required coverages.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Prior to the Closing Date, the Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof; such evidence shall include but not be limited to the Phase 1 Construction Contract, the Phase 1 Escrow Agreement and a final disbursement statement for the Phase 1 Escrow, a final contractor's sworn statement from the Phase 1 General Contractor, and a final owner's sworn statement for Phase 1.

5.11 Financial Statements. (a) Prior to the Closing Date, the Developer has provided Financial Statements to HED for its most recent fiscal year, and audited or unaudited interim financial statements. (b) Prior to the Phase 2 Approval Date, the Developer shall provide Financial Statements to HED for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. (a) Prior to the Closing Date, the Developer has provided documentation to HED, satisfactory in form and substance to HED, with respect to current employment matters. (b) Prior to the Phase 2 Approval Date, the Developer shall provide documentation to HED, satisfactory in form and substance to HED, with respect to current employment matters.

5.13 Environmental. Prior to the Closing Date, the Developer has provided HED with copies of that certain phase I environmental audit completed with respect to the Property and any phase II

environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Economic Disclosure Statement. (a) Prior to the Closing Date, the Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of Illinois; certificates of good standing from the Secretary of State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; the operating agreement of the Developer; and such other organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date. (b) Prior to the Phase 2 Approval Date, the Developer shall provide a copy of its Articles of Organization containing the original certification of the Secretary of State of Illinois; certificates of good standing from the Secretary of State of Illinois; a secretary's certificate in such form and substance as the Corporation Counsel may require; the operating agreement of the Developer; and such other organizational documentation as the City may request. The Developer shall provide to the City an Economic Disclosure Statement, in the City's then current form, dated prior to or as of the Phase 2 Approval Date.

5.15 Litigation. (a) Prior to the Closing Date, the Developer has provided to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance. (b) Prior to the Phase 2 Approval Date, the Developer shall provide to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Forbearance Agreement. (a) Prior to the Closing Date, the Developer shall provide the City with a copy of the Forbearance Agreement. After the Closing Date the Developer shall provide the City with copies of any amendments to the Forbearance Agreement and of any notices given or received thereunder. (b) Prior to the Phase 2 Approval Date, the Developer shall provide the City with a copy of any extensions of, successors to or replacements of the Forbearance Agreement.

5.17 Lease. (a) Prior to the Closing Date, the Developer shall provide the City with a copy of the Lease. After the Closing Date the Developer shall provide the City with copies of any amendments to the Lease and of any notices given or received thereunder. (b) Prior to the Phase 2 Approval Date, the Developer shall provide the City with a copy of any extensions of, successors to or replacements of the Lease (or, if none, certify to the City whether the Lease is still in effect).

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a Phase 2 General Contractor or any subcontractor for construction of Phase 2, the Developer shall solicit, or shall cause the Phase 2 General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to HED for its inspection and written approval. (i) For the TIF-Funded Improvements, the Developer shall select the Phase 2 General Contractor (or shall cause the Phase 2 General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete Phase 2 in a timely manner. If the Developer selects a Phase 2 General Contractor (or the Phase 2 General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of Phase 2 City Funds. (ii) For Phase 2 work other than the TIF-Funded Improvements, if the Developer selects a Phase 2 General Contractor (or the Phase 2 General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Phase 2 costs for purposes of the calculation of the amount of Phase 2 City Funds to be contributed to Phase 2 pursuant to Section 4.03(b) hereof. The Developer shall submit copies of the Phase 2 Construction Contract to HED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the Phase 2 TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof. The Developer shall ensure that the Phase 2 General Contractor shall not (and shall cause the Phase 2 General Contractor to ensure that the subcontractors shall not) begin work on Phase 2 until the Phase 2 Plans and Specifications have been approved by HED and all requisite permits have been obtained.

(b) [intentionally omitted]

6.02 Phase 2 Construction Contract. Prior to the execution thereof, the Developer shall deliver to HED a copy of the proposed Phase 2 Construction Contract with the Phase 2 General Contractor selected to handle Phase 2 in accordance with Section 6.01 above, for HED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the Phase 2 General Contractor and any other parties thereto, the Developer shall deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of Phase 2 which includes work on the public way, the Developer shall require that the Phase 2 General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the Phase 2 General Contractor and each Phase 2 subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Phase 2 Construction Contract and each contract with any Phase 2 subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement),

Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Phase 2 TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. (a) Subject to the terms of this Agreement (including but not limited to Sections 3.01 and 8.06), on the Closing Date HED shall issue to the Developer a Certificate for Phase 1 (the "Phase 1 Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete Phase 1 in accordance with the terms of this Agreement.

(b) Upon completion of the rehabilitation of Phase 2 in accordance with the terms of this Agreement (including but not limited to Sections 3.01, 8.06 and 10), and after the final disbursement from the Phase 2 Escrow, and upon the Developer's written request, HED shall issue to the Developer a Certificate for Phase 2 (the "Phase 2 Certificate," and, together with the Phase 1 Certificate, the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete Phase 2 in accordance with the terms of this Agreement. HED shall respond to the Developer's written request for a Phase 2 Certificate within forty-five (45) days by issuing either a Phase 2 Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Phase 2 Certificate. The Developer may resubmit a written request for a Phase 2 Certificate upon completion of such measures.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities has been satisfied. After the issuance of a Phase 2 Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Phase 2 Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.06, 8.19(c) and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Phase 2 Certificate; provided, that (1) upon the issuance of a Phase 2 Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled; and (2) notwithstanding any other term or provision of this Agreement, the same (expressly including without limitation those covenants specifically described at Sections 8.06, 8.19(c) and 8.20 as covenants that run with the land) are and shall in all respects remain subject and subordinate to the Phase 1 Mortgage, including, subject to the City's right to consent to a New Mortgage pursuant to Section 16(c) hereof, (i) any modification, amendment, restructuring, replacement financing or equivalent undertaking of whatever type or description, and (ii) such Small Business Administration-supported funding as may be or become available to the Developer to pay down or partially reduce the outstanding indebtedness upon the Phase 1 Mortgage. The other executory terms of this Agreement that remain after the issuance of a Phase 2 Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

Provided, however, that the Developer shall not be obligated to undertake the Phase 2 Project during the Term of the Agreement.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement, as of the Phase 2 Approval Date, and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary company action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Owner shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project, including but not limited to such certifications from the United States Department of Agriculture, accreditations from the Association for the Assessment and Accreditation of Laboratory Animal Care International, and compliance inspection approvals from the United States Food and Drug Administration as are necessary; and the Developer is and shall remain in compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.);

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money (including but not limited to the Phase 1 Lender Financing) to which the Developer is a party or by which the Developer is bound, including but not limited to the Forbearance Agreement;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Phase 2 Certificate, the Developer shall not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Phase 2 Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) the Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City;

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the

Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

(n) the Lease is in full force and effect, with no defaults or moneys owed thereunder.

8.02 Covenant to Redevelop. If the Developer undertakes to commence and complete the Phase 2 Project during the Term of the Agreement, upon HED's approval of the Phase 2 Project Budget, the MBE/WBE Budget, the Phase 2 Scope Drawings and Phase 2 Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, including but not limited to the Phase 2 Approval, the Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the TIF Ordinances, the Phase 2 Scope Drawings, Phase 2 Plans and Specifications, the Phase 2 Project Budget and all amendments thereto, the MBE/WBE Budget, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall be deemed satisfied upon issuance by the City of a Phase 2 Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area (the "Bonds"), the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Job Creation and Retention. (a) Not less than 26 full-time equivalent, permanent jobs ("FTEs") shall be retained by the Operator at the Facility through the Term hereof, and not less than 19 additional FTEs shall be created and retained by the Operator at the Facility upon completion of Phase 2, for a total of 45 full-time equivalent, permanent jobs to be retained or created by the Operator at the Facility through the Term hereof (assuming the completion of Phase 2).

(b) The City has the right to discontinue disbursements of City Funds if the Developer fails to

comply with Section 8.06(a). In order to receive the disbursements of Phase 1 City Funds the Developer must provide evidence to HED that at least 26 FTEs are employed at the Facility. In order to receive the Phase 2 Certificate the Developer must provide evidence to HED that at least 45 FTEs are employed at the Facility. For 10 years after the Phase 2 Certificate Year the Developer shall submit an annual report showing that at least 45 FTEs are employed at the Facility. If no Phase 2 Certificate is issued then for 12 years after the Phase 1 Certificate Year the Developer shall submit an annual report showing that at least 26 FTEs are employed at the Facility. Such annual reports shall be part of the Annual Compliance Reports defined in Section 2 hereof.

(c) In the first year after the Phase 1 Certificate Year that the Developer is not in compliance with Section 8.06(a), there shall be no disbursement of City Funds. In any second year after the Phase 1 Certificate Year that the Developer is not in compliance with Section 8.06(a), the City may declare the Developer in default and elect to terminate the Redevelopment Agreement and any subsequent anticipated disbursements of City Funds.

(d) Years in which the Developer is not in compliance with Section 8.06(a) shall not count towards the 10- or 12-year compliance period required by Section 8.06(b).

(e) The covenant set forth in this Section 8.06 shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the Phase 2 General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when Phase 2 is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Phase 2 Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the Phase 2 General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.09 Prevailing Wage. (a) The Developer covenants that the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") was paid to all Phase 1 Project employees. (b) The Developer covenants and agrees to pay, and to contractually obligate and cause the Phase 2 General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Phase 2 Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. (c) Upon the City's request, the Developer shall provide the City with copies of all contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09(a-b).

8.10 Arms-Length Transactions. Unless HED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer

and reimbursement to the Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to HED Financial Statements for the Developer's fiscal year ended December 31, 2011 and each December 31 thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request. The Developer shall also provide the City with copies of the items listed in Section 2(e) of the Loan Modification Agreement.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-

Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify HED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to HED of the Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) the Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; (B) Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit K for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Operations. The Facility shall be operated as a pharmaceutical testing facility (or another use approved by the City) for the Term of the Agreement. The covenant set forth in this Section 8.20 shall run with the land and be binding upon any transferee.

8.21 [intentionally omitted]

8.22 Job Readiness Program. The Developer shall undertake a job readiness program to work with the City, through HED's workforce development unit, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of the Developer's business on the Property.

8.23 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Phase 2 Certificate) shall be in effect throughout the Term of the Agreement.

8.24 Annual Compliance Report. Beginning with the issuance of the Phase 1 Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to HED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Phase 2 Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Phase 2 Project, and shall require inclusion of

these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its Phase 2 General Contractor and shall cause the Phase 2 General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project (Phases 1 and 2) they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project (Phases 1 and 2) during the construction of the Project (Phases 1 and 2) shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its Phase 2 General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the Phase 2 General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Phase 2 Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of HED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the Phase 2 General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the Phase 2 General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Phase 2 Project (as evidenced by the Phase 2 Certificate).

At the direction of HED, affidavits and other supporting documentation will be required of the Developer, the Phase 2 General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the Phase 2 General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a

waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Phase 2 Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the Phase 2 General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Phase 2 Project. This Section 10.02 shall apply only if the Developer, with HED's approval pursuant to Section 8.02 hereof, commences the Phase 2 Project.

10.03. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the Phase 2 General Contractor to agree that during the Project (Phases 1 and 2):

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project (Phases 1 and 2), at least the following percentages of the MBE/WBE Budget shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the Phase 2 General Contractor (but only to the extent of any actual work performed on the Phase 2 Project by the Phase 2 General Contractor), by subcontracting or causing the Phase 2 General Contractor to subcontract a portion of the Phase 2 Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Phase 2 Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE Phase 2 General Contractor or subcontractor without the prior written approval of HED.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Phase 2 Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, *inter alia*, the name and business address of each MBE and WBE solicited by the Developer or the Phase 2 General Contractor to work on the Phase 2 Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Phase 2 Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Phase 2 Project for at least five years after completion of the Phase 2 Project (as evidenced by the Phase 2 Certificate), and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Phase 2 Project.

(e) Upon the disqualification of any MBE or WBE Phase 2 General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified Phase 2 General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Phase 2 Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The Phase 2 General Contractor and all major subcontractors shall be

required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Phase 2 Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Phase 2 Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Phase 2 Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

(h) This Section 10.03 shall apply only if the Developer, with HED's approval pursuant to Section 8.02 hereof, commences the Phase 2 Project.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Phase 2 Scope Drawings, Phase 2 Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of Phase 2, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing Phase 2 to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Phase 2 Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 45 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project, including but not limited to compliance with Sections 4.09 and 4.10 hereof. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement (including but not limited to the obligations to make payments to the City pursuant to Sections 4.09 and 4.10 hereof) or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default

unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the issuance of the Phase 2 Certificate, the sale or transfer of the ownership interests of the Developer without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's membership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds (including but not limited to as set forth in Section 8.06 hereof), place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, the City may seek reimbursement from the Developer of all previously disbursed City Funds.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary

defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." The Phase 1 Mortgage is an Existing Mortgage. Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith separately elects to accept an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Phase 2 Certificate pursuant to Section 7.01(b) hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division
If to the Developer:	Experimur Properties, LLC 4045 South Morgan street Chicago, Illinois 60609 Attention: Nabil Hatoum
and:	Experimur, LLC 4045 South Morgan street Chicago, Illinois 60609 Attention: Nabil Hatoum
With Copies To:	Daley and George, Ltd. 20 South Clark Street, Suite 400 Chicago, Illinois 60603 Attention: John J. George

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

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

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

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinances shall prevail and control.

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

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

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, HED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may

rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

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

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

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

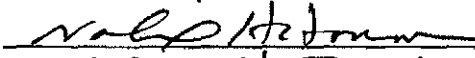
18.23 Inspector General. It is the Developer's duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of the Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation

undertaken pursuant to Chapter 2-55 of the Municipal Code. The Developer represents that the Developer understand and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that the Developer will inform subcontractors of this provision and require their compliance.

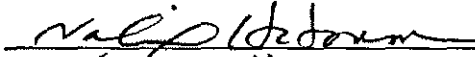
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IN WITNESS WHEREOF, the parties hereto have caused this Experimur Redevelopment Agreement to be executed on or as of the day and year first above written.

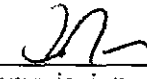
EXPERIMUR PROPERTIES, LLC,
an Illinois limited liability company

By: 
Name: NABIL HATOUM
Its: President

EXPERIMUR, LLC,
an Illinois limited liability company

By: 
Name: NABIL HATOUM
Its: President

CITY OF CHICAGO

By: 
Commissioner
Department of Housing and Economic Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Chris A. Leach, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nabil Hatoun, personally known to me to be the President of Experimur Properties, LLC, an Illinois limited liability company (the "Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the members of the Owner, as his/her free and voluntary act and as the free and voluntary act of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of October, 2012

Chris A. Leach
Notary Public



My Commission Expires 01/24/2016

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Chris A. Leach, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nabil Hatoun, personally known to me to be the President of Experimur, LLC, an Illinois limited liability company (the "Operator"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the members of the Operator, as his/her free and voluntary act and as the free and voluntary act of the Operator, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of October, 2012

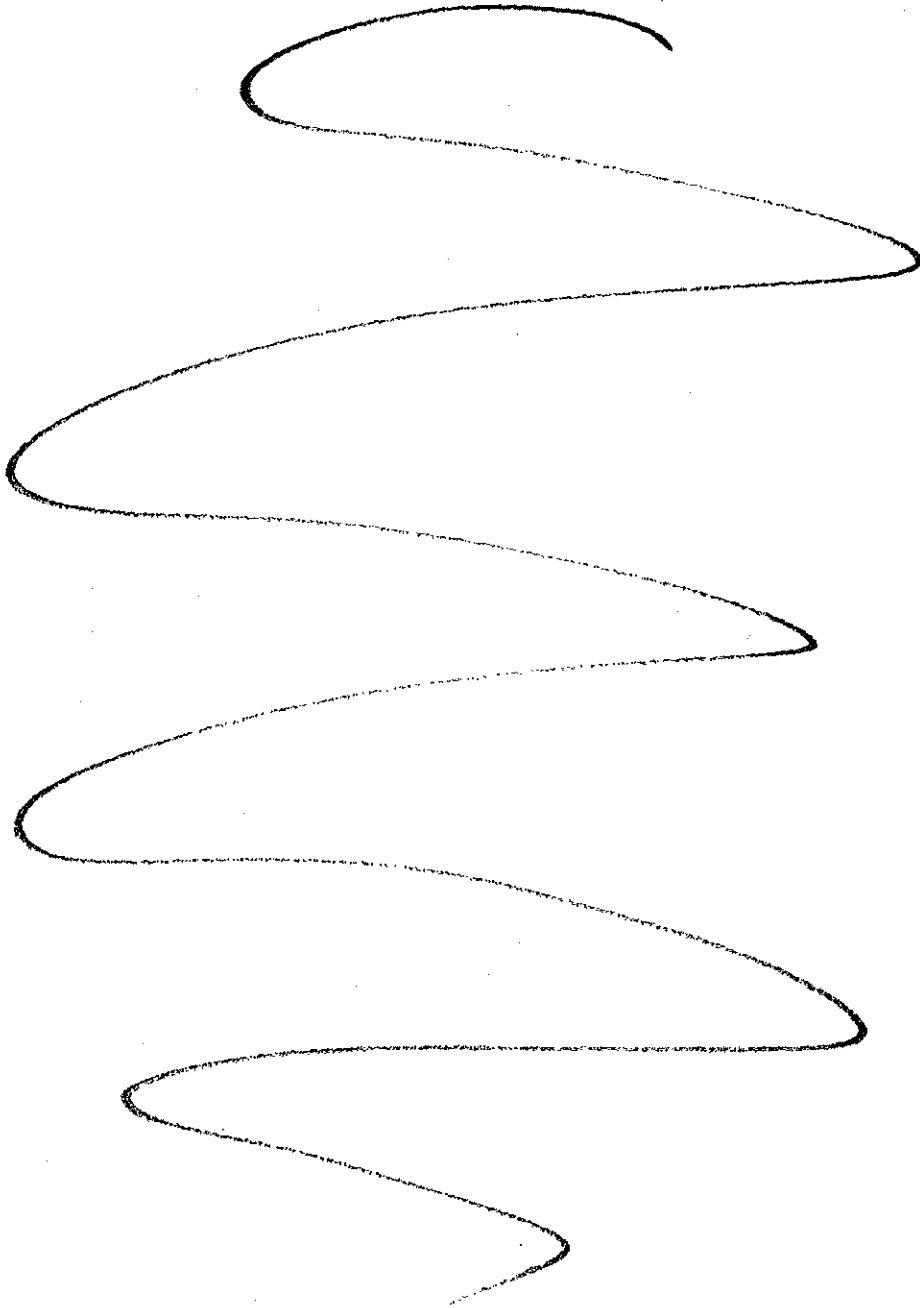
Chris A. Leach
Notary Public



My Commission Expires 01/24/14

(SEAL)

EXHIBIT A
REDEVELOPMENT AREA



12/11/96

REPORTS OF COMMITTEES

35879

*Exhibit "A".**Legal Description.*

That part of the north half of Section 4 and north half of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian and part of the southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the north line of the northeast quarter of the northwest quarter of said Section 5; that is 900 feet east of the west line of said quarter, said line also being the centerline of Pershing Road; thence east, along said centerline of Pershing Road and the north line of said Section 5 and the north line of said Section 4, to the intersection with the southerly extension of the west line of Lowe Avenue; thence north, along the aforescribed extension and the west line of Lowe Avenue, to the intersection with the westerly extension of the south line of Lot 30 in Block 1, in Bates' Subdivision, a subdivision of the south half of Block 26 of Canal Trustee's Subdivision; thence east, along the aforescribed extension and the south line of said Lot 30, to the southeast corner of said Lot 30; thence north, along the east line of said Lot 30, to the intersection with the westerly extension of the north line of Lot 19 in said Block 1 in the aforescribed subdivision; thence east, along the aforescribed extension and the north line of said Lot 19, to the west line of Wallace Street; thence south, along said west line of Wallace Street, to the westerly extension of the north line of an alley located 174 feet (more or less) north of the centerline of said Pershing Road; thence east, along the aforescribed extension and the north line of said alley, to the east line of Parnell Avenue; thence south, along said east line of Parnell Avenue to the north line of said Section 4, also being the centerline of Pershing Road; thence east, along said north line and the centerline of Pershing Road, to the westerly line of the Dan Ryan Expressway; thence southerly, along said westerly line of the Dan Ryan Expressway, to the south line of Root Street; thence westerly, along said south line of Root Street, to the east line of Halsted Street; thence south, along said east line of Halsted Street, to the intersection with the easterly extension of the centerline of Exchange Avenue; thence westerly, along the aforescribed extension and the centerline of Exchange Avenue, to the northerly extension of the east line of Lot 1 in Donovan Industrial Park, a subdivision of part of Lots 3, 4, 5, 6, 7, 8, 9 and 10 in the Stockyards Subdivision of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, recorded July 1, 1976 as Document Number 23542553; thence south,

along the aforescribed extension and said east line of Lot 1 and its southerly extension, to an intersection with a line 190 feet (more or less) south of the south line said Lot 1; thence west, to the east line of the west half of the northeast quarter of said Section 5, said line also being the centerline of Morgan Street; thence south, along the aforescribed centerline, to the south line of the north half of said Section 5, also being the centerline of 43rd Street; thence west, along the aforescribed centerline, to the intersection with the west line of the east 1,650.35 feet of said Section 5; thence north, along the aforescribed 1,650.35 foot line, to the centerline of said Exchange Avenue; thence west, along said centerline of Exchange Avenue and its westerly extension to the west line of the northeast quarter of said Section 5; thence continuing west, along the centerline of a 30 foot wide alley to intersection with the southerly extension of the west line of Lot 2 in Packers Addition to Chicago, recorded July 1, 1868 as Document Number 174263 and re-recorded November 12, 1872 as Document Number 67892; thence north, along the aforescribed west line of Lot 2, to the northwest corner thereof; thence west, to the intersection with the most southerly spur track of Penn Central Railroad; thence northwesterly, along said southerly spur track, to the intersection with east line of Packers Avenue; thence north along said east line of Packers Avenue, to the intersection with the northerly line of the Penn Central Main Line; thence easterly and northerly, along said northerly line of the Penn Central Main Line, to the intersection with the southerly line of the railroad spur track; thence northwesterly, along the aforescribed southerly line, and its northwesterly extension, to the point of beginning, all the City of Chicago, Cook County, Illinois.

Exhibit "B".

Street Boundary Description.

The Stockyards Annex Redevelopment Project Area is generally bounded by Pershing Road on the north; Wentworth Avenue on the east; Root Street, Exchange Avenue and 43rd Street on the south; and Racine Avenue and Packers Avenue on the west.

EXHIBIT B
PROPERTY

Legal Description:

THAT PART OF LOT 2 IN STOCK YARDS SUBDIVISION OF THE EAST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 855.35 FEET OF SAID EAST ½ OF SECTION 5 WITH THE SOUTH LINE OF THE NORTH 1196.14 FEET OF SAID EAST ½ OF SECTION 5, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1196.14 FEET AFORESAID, A DISTANCE OF 435.00 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 1290.35 FEET OF SAID EAST ½ OF SECTION 5; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1290.35 FEET AFORESAID, A DISTANCE OF 299.14 FEET TO A POINT 897.00 FEET SOUTH FROM THE NORTH LINE OF SAID EAST ½ OF SECTION 5; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 35.33 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 872.00 FEET OF SAID EAST ½ OF SECTION 5 WHICH IS 1265.35 FEET WEST FROM THE EAST LINE OF SAID SECTION 5; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 872.00 FEET AFORESAID, A DISTANCE OF 35.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 855.35 FEET AFORESAID, WHICH IS 897.00 FEET SOUTH FROM THE NORTH LINE OF THE SAID EAST ½; AND THENCE SOUTH ALONG THE WEST LINE OF THE EAST 855.35 FEET AFORESAID, A DISTANCE OF 299.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 4045 South Morgan Street, Chicago, Illinois 60609

PINs: 20-05-200-041-0000
20-05-200-060-0000

EXHIBIT C

TIF-FUNDED IMPROVEMENTS

<u>Line Item</u>	<u>Cost</u>
Land Acquisition	\$2,000,000.00
Construction Costs	\$12,155,231.00
Landscaping	\$103,673.10
Site Design	\$67,048.43
Architectural	\$697,217.98
Electrical	\$28,545.00
Security	\$16,950.00
Environmental fee & abatement	\$28,675.60
Survey	\$5,500.00
Subsurface survey	\$1,100.00
Material Testing	\$7,519.00
Com Ed Design fee	\$24,072.93
ts	\$
Inspection Fees	\$6,850.00
*TOTAL	\$15,142,383.04

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03, and the Phase 2 City Funds shall not exceed the lesser of \$300,000 or 20% of the Phase 2 Project Budget.

EXHIBITS D-F

[intentionally omitted]

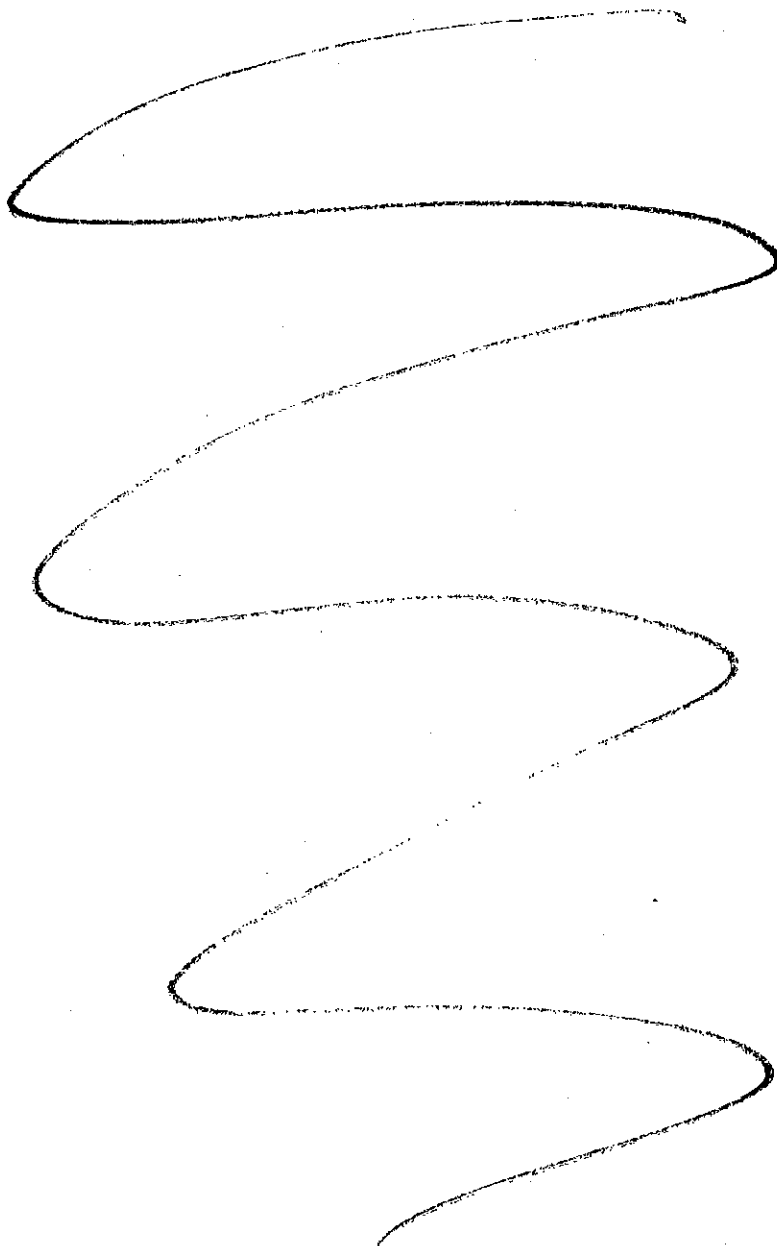


EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: None.

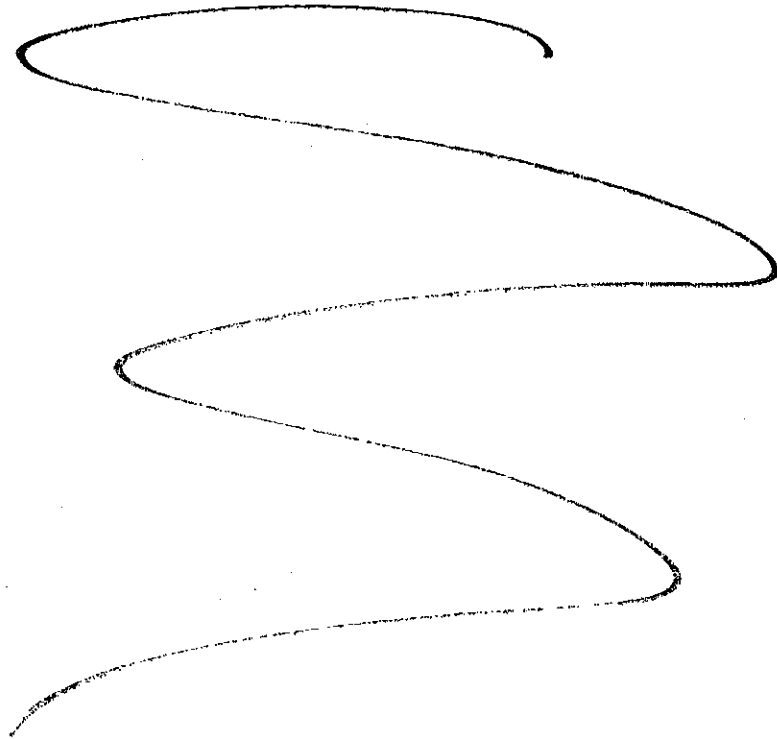


EXHIBIT H

PHASE 1 PROJECT BUDGET

Description	Actual Project Costs
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Land Cost	\$2,000,000.00
-----------	----------------

Construction Contract	\$12,155,231.00
Total Construction Costs	\$12,155,231.00
Landscaping	\$103,673.10
Site Design	\$67,048.43
Architectural	\$697,217.98
Environmental fee & abatement	\$28675.60
Electrical	\$28,545.00
Security	\$16,950.00
Permits Process	\$0.00
Survey	\$5,500.00
Subsurface survey	\$1,100.00
Material Testing	\$7,519.00
Property Taxes	\$0.00
Com Ed Design fee	\$24,072.93
Inspection Fees	\$6,850.00
Permits & Fees	\$0.00
Total Soft Costs	\$987,152.04
Project Manager	\$165,500.00
Legal Fees	\$285,486.11
Loan Costs	\$72,149.00
Financial Advisor -cost seg	\$16,230.00
Draw Fees	\$1,950.00

Total Other Costs	\$541,315.11
Glass Washer (Iancer)	\$14,074.00
Cage and Rack Washer (Northwestern)	\$369,125.00
Surgical Workstations (TBJ)	\$135,641.00
Kennels (Suburban Surgical)	\$298,318.00
Watering System (Edstrom)	\$318,355.56
Awning (Ruddy Bros)	\$21,980.00
Equipment-Security Sys	\$101,763.00
Refrigeration	\$41,598.00
Furniture	\$105,650.00
Medical Illumination (ACE)	\$10,673.25
Appliances	\$10,444.00
Total Equipment Costs	\$1,427,621.81
TOTAL COSTS	\$17,111,318.96

EXHIBIT I

APPROVED PRIOR EXPENDITURES

Description	Approved Prior Expenditures
Land Cost	\$2,000,000.00
Construction Contract	\$12,155,231.00
Total Construction Costs	\$12,155,231.00
Landscaping	\$103,673.10
Architectural	\$697,217.98
Site Design	\$67,048.43
Environmental fee & abatement	\$28,675.60
Electrical	\$28,545.00
Security	\$16,950.00
Survey	\$5,500.00
Subsurface survey	\$1,100.00
Material Testing	\$7,519.00
Com Ed Design fee	\$24,072.93
Inspection Fees	\$6,850.00
Total Soft Costs	\$987,152.04
Project Manager	\$165,500.00
Legal Fees	\$285,486.11
Loan Costs	\$72,149.00
Draw Fees	1,950.00
Financial Advisor -cost seg	\$16,230.00
Total Other Costs	\$541,315.11
Glass Washer (lancer)	\$14,074.00
Cage and Rack Washer (Northwestern)	\$369,125.00
Surgical Workstations (TBJ)	\$136,641.00
Kennels (Suburban Surgical)	\$298,318.00
Watering System (Edstrom)	\$318,355.56
Awning (Ruddy Bros)	\$21,980.00
Equipment-Security Sys	101,763.00

Refrigeration	\$41,598.00
Furniture	\$100,598.00
Medical Illumination (ACE)	\$10,673.25
Appliances	\$10,444.00
Total Equipment Costs	\$1,427,621.81
TOTAL COSTS	\$17,111,318.96

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

_____, 2012

City of Chicago
 Department of Housing and Economic Development
 121 North LaSalle Street, Room 1000
 Chicago, Illinois 60602

Re: Experimur Properties, LLC
 Experimur, LLC
 TIF Redevelopment Agreement
 Rehabilitation of Facility at 4045 South Morgan St.
 Chicago, Illinois

Ladies and Gentlemen:

We have acted as counsel for Experimur Properties, LLC, an Illinois limited liability company (the "Owner"), and Experimur, LLC, an Illinois limited liability company (the "Operator" and collectively with the Owner, the "Developer"), in connection with their TIF application for the rehabilitation of the facility located at 4045 South Morgan Street, Chicago, Illinois 60609, pursuant to the terms of that certain Redevelopment Agreement dated as of _____, 2012, by and between the City of Chicago (the "City") and the Developer (the "Redevelopment Agreement"). We are rendering this opinion at the request of the Developer and acknowledge that the City intends to rely upon this opinion letter.

As a basis for the opinions set forth herein, we have examined:

- A. an executed original of the Redevelopment Agreement;
- B. the Articles of Organization of Developer, and all amendments thereto;
- C. the Operating Agreement of Developer and all amendments thereto;
- D. the Certificates of Good Standing dated September 21, 2012, issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer;
- E. resolution authorizing the Developer to enter into the Redevelopment Agreement and to consummate the transactions contemplated thereby; and
- F. the commitment for an owner's policy of title insurance, Order No. N01120308, with effective date of _____, 2012, (the "Title Commitment"), issued by Near North National Title Insurance Company, in respect of the Property.

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth. In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer and the Managers thereof), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or

photostatic copies. Wherever we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge, our opinion is based solely on the current actual knowledge of the attorneys currently with the firm who have represented Developer in connection with this transaction. We have made no independent investigation as to such factual matters. However, we know of no facts which lead us to believe such factual matters are untrue or inaccurate.

Based upon the foregoing, it is our opinion that:

1. The Developer is an Illinois limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business as described in its Articles of Organization and Operating Agreement and to execute and deliver, and to consummate the transactions contemplated by, the Redevelopment Agreement.

2. The Managers of Developer have the requisite power and authority to execute and deliver the Redevelopment Agreement on behalf of the Developer and all other documents required to be executed by the Developer in connection with the Redevelopment Agreement and to perform its obligations there under.

3. The Redevelopment Agreement has been executed and delivered on behalf of the Developer by a Manager and constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

4. To the best of our knowledge, there is no action, suit or proceeding at law or in equity pending nor to our knowledge threatened against or affecting the Developer or the Property before any court or before any governmental or administrative agency which if adversely determined could materially and adversely affect the Developer's ability to perform under the Redevelopment Agreement or its business or properties or financial or other conditions, except for a mechanics lien foreclosure action filed in the Circuit Court of Cook County and Case Numbered 2012 CH 10289 and the mechanics lien claims disclosed in the due diligence searches and the Title Commitment provided to the City.

5. To the best of our knowledge, the execution and delivery of the Redevelopment Agreement and the consummation of the transactions contemplated thereby will not conflict with, constitute an event or default under or result in a violation or breach of:

(a) the provisions of the Developer's Articles of Organization, Operating Agreement, or any resolutions in effect;

(b) the provisions of any agreement or other instrument to which the Developer is a party or by which the Developer or its properties or assets are bound; or

(c) any judgment, order, writ, injunction, decree or rule of any court, or any determination or award of any arbitrator, or any law, statute, ordinance, rule or regulation binding on the Developer.

Our opinion is limited to the laws of the United States (except as set forth below) and the laws of the State of Illinois in effect on the date hereof as they presently apply. We shall have no continuing obligations to inform you of changes in law or facts subsequent to the date hereof or of facts of which we become aware after the date hereof.

This opinion is limited to matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contain herein. This opinion is rendered solely for your benefit and no other person or entity shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned.

Very truly yours,

DALEY AND GEORGE, LTD.

EXHIBIT K

PRELIMINARY TIF PROJECTION -- REAL ESTATE TAXES

TIF Year	Year Assessed	Triennial Reassessment	Minimum Assessed Value
0	2011	0.00%	\$242,497.00
1	2012	9.00%	\$264,321.73
2	2013	0.00%	\$264,321.73
3	2014	0.00%	\$264,321.73
4	2015	9.00%	\$288,110.68
5	2016	0.00%	\$288,110.68
6	2017	0.00%	\$288,110.68
7	2018	9.00%	\$314,040.64
8	2019	0.00%	\$314,040.64
9	2020	0.00%	\$314,040.64
10	2021	9.00%	\$342,304.29
11	2022	0.00%	\$342,304.29
12	2023	0.00%	\$342,304.29
13	2024	9.00%	\$373,111.67
14	2025	0.00%	\$373,111.67
15	2026	0.00%	\$373,111.67
16	2027	9.00%	\$406,691.72
17	2028	0.00%	\$406,691.72
18	2029	0.00%	\$406,691.72

Experimur Properties, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Experimur, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

Agreed and accepted:

Name: _____
Title: _____

City of Chicago, Department of Housing and Economic Development

ATTACHMENTS E

Agreements entered into concerning the disposition or redevelopment of property within the Project Area during the preceding fiscal year are listed below.

Parties to Agreement with City	Project Description	Address
N/A	Construction of Mixed Use Property	4113 S. Union

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX
REDEVELOPMENT PROJECT

FINANCIAL REPORT

DECEMBER 31, 2012

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

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BANSLEY AND KIENER, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

O'HARE PLAZA

8745 WEST HIGGINS ROAD, SUITE 200

CHICAGO, ILLINOIS 60631

AREA CODE 312 263.2700

INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited the accompanying financial statements of the Stockyards Annex Redevelopment Project of the City of Chicago, Illinois, as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the Project's basic financial statements as listed in the table of contents.

The financial statements present only the Stockyards Annex Redevelopment Project and do not purport to, and do not present fairly the financial position of the City of Chicago, Illinois, as of December 31, 2012, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Stockyards Annex Redevelopment Project of the City of Chicago, Illinois, as of December 31, 2012, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The Schedule of Expenditures by Statutory Code is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Bansley and Kienor, L.L.P.

Certified Public Accountants

June 19, 2013

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT
MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)

As management of the Stockyards Annex Tax Increment Redevelopment Project Area (Project), we offer the readers of the Project's financial statements this narrative overview and analysis of the Project's financial performance for the year ended December 31, 2012. Please read it in conjunction with the Project's financial statements, which follow this section.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Project's basic financial statements. The Project's basic financial statements include three components: 1) government-wide financial statements, 2) governmental fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information concerning the Project's expenditures by statutory code.

Basic Financial Statements

The basic financial statements include two kinds of financial statements that present different views of the Project – the *Government-Wide Financial Statements* and the *Governmental Fund Financial Statements*. These financial statements also include the notes to the financial statements that explain some of the information in the financial statements and provide more detail.

Government-Wide Financial Statements

The government-wide financial statements provide both long-term and short-term information about the Project's financial status and use accounting methods similar to those used by private-sector companies. The statement of net assets includes all of the project's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the Project's net assets and how they have changed. Net assets – the difference between the Project's assets and liabilities – is one way to measure the Project's financial health, or position.

Governmental Fund Financial Statements

The governmental fund financial statements provide more detailed information about the Project's significant funds – not the Project as a whole. Governmental funds focus on: 1) how cash and other financial assets can readily be converted to cash flows and 2) the year-end balances that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps determine whether there are more financial resources that can be spent in the near future to finance the Project. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the statements to explain the relationship (or differences) between them.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Continued)

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and governmental fund financial statements. The notes to the financial statements follow the basic financial statements.

Other Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents a schedule of expenditures by statutory code. This supplementary information follows the notes to the financial statements.

Condensed Comparative Financial Statements

The condensed comparative financial statements are presented on the following page.

Analysis of Overall Financial Position and Results of Operations

Property tax revenue for the Project was \$839,906 for the year. This was a decrease of 48 percent over the prior year. The change in net assets (including other financing uses) produced a decrease in net assets of \$6,464,346. The Project's net assets decreased by 41 percent from the prior year making available \$9,338,322 of funding to be provided for purposes of future redevelopment in the Project's designated area. Expenses increased this year due to the Project's formulation of a redevelopment plan or necessary funding was substantially complete and available.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
(Concluded)

Government-Wide

	<u>2012</u>	<u>2011</u>	<u>Change</u>	<u>% Change</u>
Total assets	\$ 9,396,720	\$ 15,929,172	\$ (6,532,452)	-41%
Total liabilities	58,398	126,504	(68,106)	-54%
Total net assets	<u>\$ 9,338,322</u>	<u>\$ 15,802,668</u>	<u>\$ (6,464,346)</u>	-41%
Total revenues	\$ 869,639	\$ 1,664,768	\$ (795,129)	-48%
Total expenses	2,816,921	1,595,470	1,221,451	77%
Other financing uses	4,517,064	-	4,517,064	100%
Changes in net assets	<u>(6,464,346)</u>	69,298	<u>(6,533,644)</u>	-9,428%
Ending net assets	<u>\$ 9,338,322</u>	<u>\$ 15,802,668</u>	<u>\$ (6,464,346)</u>	-41%

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

STATEMENT OF NET ASSETS AND
GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2012

<u>ASSETS</u>	<u>Governmental Fund</u>	<u>Adjustments</u>	<u>Statement of Net Assets</u>
Cash and investments	\$ 8,244,777	\$ -	\$ 8,244,777
Property taxes receivable	1,122,300	-	1,122,300
Accrued interest receivable	29,643	-	29,643
Total assets	<u>\$ 9,396,720</u>	<u>\$ -</u>	<u>\$ 9,396,720</u>
<u>LIABILITIES</u>			
Vouchers payable	\$ 31,313	\$ -	\$ 31,313
Due to other City funds	27,085	-	27,085
Deferred revenue	1,050,181	(1,050,181)	-
Total liabilities	1,108,579	<u>(1,050,181)</u>	<u>58,398</u>
<u>FUND BALANCE/NET ASSETS</u>			
Fund balance:			
Restricted for future redevelopment project costs	8,288,141	(8,288,141)	-
Total liabilities and fund balance	<u>\$ 9,396,720</u>		
Net assets:			
Restricted for future redevelopment project costs		9,338,322	9,338,322
Total net assets		<u>\$ 9,338,322</u>	<u>\$ 9,338,322</u>
Amounts reported for governmental activities in the statement of net assets are different because:			
Total fund balance - governmental fund			\$ 8,288,141
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.			<u>1,050,181</u>
Total net assets - governmental activities			<u>\$ 9,338,322</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2012

	<u>Governmental</u> <u>Fund</u>	<u>Adjustments</u>	<u>Statement of</u> <u>Activities</u>
Revenues:			
Property tax	\$ 1,219,786	\$ (379,880)	\$ 839,906
Interest	29,733	-	29,733
Total revenues	<u>1,249,519</u>	<u>(379,880)</u>	<u>869,639</u>
Expenditures/expenses:			
Economic development projects	<u>2,816,921</u>	-	<u>2,816,921</u>
Excess of expenditures over revenues	<u>(1,567,402)</u>	<u>(379,880)</u>	<u>(1,947,282)</u>
Other financing uses:			
Surplus distribution (Note 2)	(567,000)	-	(567,000)
Operating transfers out (Note 3)	<u>(3,950,064)</u>	-	<u>(3,950,064)</u>
Total other financing uses	<u>(4,517,064)</u>	-	<u>(4,517,064)</u>
Excess of expenditures and other financing uses over revenues	(6,084,466)	6,084,466	-
Change in net assets	-	(6,464,346)	(6,464,346)
Fund balance/net assets:			
Beginning of year	<u>14,372,607</u>	<u>1,430,061</u>	<u>15,802,668</u>
End of year	<u>\$ 8,288,141</u>	<u>\$ 1,050,181</u>	<u>\$ 9,338,322</u>

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - governmental fund	\$ (6,084,466)
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	<u>(379,880)</u>
Change in net assets - governmental activities	<u>\$ (6,464,346)</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

(a) *Reporting Entity*

In December 1996, the City of Chicago (City) established the Stockyards Annex Tax Increment Redevelopment Project Area (Project). The area has been established to finance improvements, leverage private investment and create and retain jobs. The Project is accounted for within the special revenue funds of the City.

(b) *Government-Wide and Fund Financial Statements*

The accompanying financial statements of the Project have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). Effective January 2011, GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, was adopted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied, by eliminating the reserve component in favor of a restricted classification and by clarifying existing governmental fund type definitions. The "restricted fund balance" classification is utilized where amounts are constrained by either externally imposed laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Previously, GASB Statement No. 34 (as amended) was implemented and included the following presentation:

- A Management Discussion and Analysis (MD&A) section providing an analysis of the Project's overall financial position and results of operations.
- Government-wide financial statements prepared using the economic resources measurement focus and the *accrual basis of accounting* for all the Project's activities.
- Fund financial statements, which focus on the Project's governmental funds *current financial resources measurement focus*.

(c) *Measurement Focus, Basis of Accounting and Financial Statements Presentation*

The government-wide financial statements are reported using the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

The governmental fund financial statements are prepared on the *modified accrual basis of accounting* with only current assets and liabilities included on the balance sheet. Under *the modified accrual basis of accounting*, revenues are recorded when susceptible to accrual, i.e., both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes are susceptible to accrual and recognized as a receivable in the year levied. Revenue recognition is deferred unless the taxes are received within 60 days subsequent to year-end. Expenditures are recorded when the liability is incurred.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. The City has elected not to follow subsequent private-sector guidance.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS
(Continued)

Note 1 – Summary of Significant Accounting Policies (Concluded)

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

(d) *Assets, Liabilities and Net Assets*

Cash and Investments

Cash belonging to the City is generally deposited with the City Treasurer as required by the Municipal Code of Chicago. The City Comptroller issues warrants for authorized City expenditures which represent a claim for payment when presented to the City Treasurer. Payment for all City warrants clearing is made by checks drawn on the City's various operating bank accounts.

The City Treasurer and City Comptroller share responsibility for investing in authorized investments. Interest earned on pooled investments is allocated to participating funds based upon their average combined cash and investment balances.

The City values its investments at fair value or amortized cost. U.S. Government securities purchased at a price other than par with a maturity of less than one year are reported at amortized cost.

Capital Assets

Capital assets are not capitalized in the governmental fund but, instead, are charged as current expenditures when purchased. The Government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) of the City includes the capital assets and related depreciation, if any, of the Project in which ownership of the capital asset will remain with the City (i.e. infrastructure, or municipal building). All other construction will be expensed in both the government-wide financial statements and the governmental fund as the City nor Project will retain the right of ownership.

(e) *Stewardship, Compliance and Accountability*

Illinois Tax Increment Redevelopment Allocation Act Compliance

The Project's expenditures include reimbursements for various eligible costs as described in subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and the Redevelopment Agreement relating specifically to the Project. Eligible costs include but are not limited to survey, property assembly, rehabilitation, public infrastructure, financing and relocation costs.

Reimbursements

Reimbursements, if any, are made to the developer for project costs, as public improvements are completed and pass City inspection.

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS
(Concluded)

Note 2 – Surplus Distribution

In December 2011, the City declared a surplus within the fund balance of the Project in the amount of \$567,000. In June 2012, the surplus funds were sent to the Cook County Treasurer's Office to be redistributed to the various taxing agencies.

Note 3 – Operating Transfers Out

During 2012, in accordance with State statutes, the Project transferred \$3,950,064 from the contiguous 47th/Halsted Redevelopment Project for the redevelopment of Taylor Lauridsen Park located at 704 West 42nd Street.

Note 4 – Commitments

The City has pledged certain amounts solely from available excess incremental taxes to provide financial assistance to a developer under the terms of a redevelopment agreement for the purpose of paying costs of certain eligible redevelopment project costs.

As of December 31, 2012 the Project has entered into contracts for approximately \$2,612,000 for services and construction projects.

SUPPLEMENTARY INFORMATION

CITY OF CHICAGO, ILLINOIS
STOCKYARDS ANNEX REDEVELOPMENT PROJECT
SCHEDULE OF EXPENDITURES BY STATUTORY CODE

Code Description

Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing	\$ 34,984
Costs of property assembly, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land	2,621,062
Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures	<u>160,875</u>
	<u><u>\$2,816,921</u></u>



BANSLEY AND KIENER, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

ESTABLISHED 1922

O'HARE PLAZA 8745 WEST HIGGINS ROAD SUITE 200 CHICAGO, ILLINOIS 60631 312.263.2700 FAX 312.263.6935 WWW.BK-CPA.COMINDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor
Members of the City Council
City of Chicago, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of Stockyards Annex Redevelopment Project of the City of Chicago, Illinois, which comprise the statement of net assets and governmental fund balance sheet as of December 31, 2012, and the related statement of activities and governmental fund revenues, expenditures and changes in fund balance for the year then ended, and the related notes to the financial statements, and we have issued our report thereon dated June 19, 2013.

In connection with our audit, nothing came to our attention that caused us to believe that the Project failed to comply with the regulatory provisions in Subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Allocation Redevelopment Act and Subsection (o) of Section 11-74.6-10 of the Illinois Industrial Jobs Recovery Law as they relate to the eligibility for costs incurred incidental to the implementation Stockyards Annex Redevelopment Project of the City of Chicago, Illinois.

However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Project's noncompliance with the above referenced regulatory provisions, insofar as they relate to accounting matters.

This report is intended for the information of the City of Chicago's management. However, this report is a matter of public record, and its distribution is not limited.

Bansley and Kiener, L.L.P.

Certified Public Accountants

June 19, 2013