



DEPARTMENT OF PLANNING AND DEVELOPMENT  
CITY OF CHICAGO

June 5, 2019

By Messenger and

By U.S. certified mail, return receipt requested:

CareerBuilder, LLC  
Attn: Mr. Chet Kwasniak  
Chief Financial Officer  
200 N LaSalle Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60601

Re: **NOTICE OF DEFAULT**; CareerBuilder Companies Redevelopment Agreement dated as of December 30, 2008 as amended (the "**Agreement**") by and between the City of Chicago ("**City**") and CareerBuilder, LLC. ("**Developer**")

Dear Mr. Kwasniak:

This letter provides notice to the Developer, pursuant to Sections 15 and 17 of the Agreement, of its default for failure to file jobs reports as required by the Job Retention Covenant in Agreement Section 8.06(f). Specifically, we have not received your annual compliance letter by January 29, 2019, which, pursuant to Section 8.06 (f), is required to contain, among other items, a jobs report. Therefore, pursuant to 15.01, an event of default exists for noncompliance with Section 8.06(f) for the 2018 calendar year.

Regarding the cure period, the relevant portions of Agreement Section 15.03 provide as follows:

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;

However, pursuant to the terms set forth in Section 3 (c) of the FIFTH AMENDMENT TO CAREERBUILDER REDEVELOPMENT AGREEMENT entered into as of May 31, 2018, the cure periods for a declared or potential period of default are revised as set forth below:

(c) Notwithstanding anything to the contrary set forth in the RDA including, without limitation, Section 15.03 of the Original RDA the period Developer shall have to correct any failure to (i) perform any covenant, (ii) adhere to any representation or warranty, (iii) cure any alleged default or (iv) cure any Event of Default (items (i) through(iv) being hereafter referred to as ("**Developer's Curative Rights**") shall end no later than a period that ends on the last business day of June, 2019. The time period for Developers Curative Rights shall end on the last business

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day of June, 2019 regardless of when or if Developer receives notice of the relevant alleged default, Event of Default, failure to perform any covenant, or failure to adhere to any representation or warranty.

Pursuant to the terms of Agreement Section 17, you will be deemed to have received this notice on June 5, 2019. Since the Agreement is a longstanding matter and it is our understanding that there has been some recent discussion of these matters, we assume you have notice of the deficiency from failing to file the jobs reports. In order that we will have time to examine the jobs report, we must receive the report that includes reasonable evidence regarding your attempts to satisfy the Job Retention Covenant and other applicable Employment Covenants on or before June 27, 2019. Since Agreement Section 8.06(f) also states in relevant part that "**Developer shall collect data required to ascertain compliance with the Employment Covenants every month**" we would anticipate that any response would include a statement of the average number of FTE jobs for each complete month from January 1, 2018 through December 31, 2018.

If potential defaults set forth above are not cured as provided herein, an Event of Default will exist, or be deemed to exist, under the Agreement. To the extent that an Event of Default exists as provided herein, the City reserves the right to pursue any remedies available to it under the Agreement. Capitalized phrases that are not defined in this letter have the meaning given to them in the Agreement.

By:   
Eleanor Gorski  
Acting Commissioner  
Department of Planning and Development  
City of Chicago

Copies to:

Mark Sagun, City DPD  
Besim Lukovic, City DPD  
Randall Johnson, City Law

By U.S. certified mail, return receipt requested:

Freeborn & Peters, LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Attn: Mitchell A. Carrel