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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/24/2008 04:44 PM Pg: 1 of 18

This agreement was prepared by and  
after recording return to:  
Adam R. Walker, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

**AMENDMENT NO. 1**  
TO

**LABORERS' TRAINING CENTER REDEVELOPMENT AGREEMENT**

This Amendment No. 1 to the Laborers' Training Center Redevelopment Agreement (this "Amending Agreement") is made as of this 24<sup>th</sup> day of March, 2008 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and The Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, a jointly-administered not-for-profit Taft-Hartley Trust Fund (the "Developer"), which Developer's legal name, as reflected in the current copy of the Trust Fund agreement, is the "Chicagoland Laborers' District Council Training and Apprentice Fund," and which Developer is also known as (a/k/a) and is doing business as (d/b/a) the following: i) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprentice Fund," ii) the "Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Trust Fund," iii) the "Chicago and Vicinity Laborers' Training Fund," iv) the "Chicagoland Laborers' District Council Training and Apprenticeship Fund," and v) the "Construction and General Laborers' District Council of Chicago and Vicinity Training and Education Fund." Notwithstanding these various names, Developer warrants that there is only one entity Fund and there are not several different entities.

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## RECITALS

WHEREAS, on July 13, 2006, DPD and the Developer entered into a Tax Increment Financing ("TIF") redevelopment agreement ("RA"), which included the City's issuance of a \$5,226,225 note (the "TIF Note") to provide financial assistance to the Developer's construction of a new training facility on that property having a current street address of 5700 West Homer Street, which formerly had a street address of 1841 North Monitor Avenue, Chicago, Illinois and legally described on Exhibit A hereto (the "Property"); and

WHEREAS, since then, the Developer decided to increase the size of the training facility to approximately 71,336 square feet, an increase of 36% over the original 55,000 sq. ft. size, to include offices, classrooms, three training bays, a burning and welding room, a lunchroom, 186 parking spaces, and various outdoor construction training areas to simulate actual construction sites and conditions for the students; and

WHEREAS, the larger facility requires a restructured financing arrangement and a different construction schedule than the current RA provides; and

WHEREAS, the Developer is applying to the Illinois Finance Authority for the issuance of tax-exempt educational corporation bonds to finance a portion of the construction. If the Developer is not able to arrange such bonds financing, it will use either additional bank financing or its own equity to fund that portion of the construction costs; and

WHEREAS, this Amending Agreement will not increase the amount of TIF assistance to the Developer; and

WHEREAS, at present the City has issued no Certificates of Expenditure for the TIF Note, so the current actual value of the TIF Note is \$0. The Note remains in the possession of the Developer and has not yet been collateralized; and

WHEREAS, the City contemplates making no changes to the total amount of TIF assistance or to the current status of the TIF Note; and

WHEREAS, pursuant to an ordinance of the City Council of the City passed on December 12, 2007, DPD is authorized to enter into this Amending 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. REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

The Developer reaffirms each and every representation, warranty and covenant made in RA, as amended by this Amending Agreement. The Developer reaffirms that it has insurance in force that conforms to the requirements of Section 12 of the RA.

## SECTION 3. AMENDING TEXT

The parties agree that various definitions and sections of the RA are hereby amended, as follows:

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

**“MBE/WBE Budget”** shall mean the budget attached hereto as Amended Exhibit H-2, as described in Section 10.03.

**“Occupancy Period”** shall mean the period of time commencing on the Amending Agreement Closing Date and continuing for 10 years thereafter.

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

**“Permitted Mortgage”** shall have the meaning set forth in this Amending Agreement.

**“Plans and Specifications”** shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as amended by the Amending Agreement, as submitted to the City as the basis for obtaining building permits for the Project.

**“Project”** shall have the meaning set forth in the Recitals to the RA, as amended by this Amending Agreement.

**“Project Budget”** shall mean the budget attached hereto as Amended Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

**“Scope Drawings”** shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project as amended by this Amending Agreement.

**3.01 The Project.** On or before the date hereof, or within 60 days thereafter, the Developer shall have completed its Acquisition of the Property. The Developer shall commence construction of the Project not later than April 1, 2008 and shall complete the Project and conduct business operations therein no later than August 31<sup>st</sup>, 2009, subject to the provisions of **Section 18.17** of this Agreement. The Project shall be carried out substantially in accordance with the Plans and Specifications for the Project.

**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 the Project must be submitted by the Developer to DPD concurrently with the progress reports described in **Section 3.07** hereof; provided, that any Change Order (or combination of Change Orders) relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a cumulative reduction of 5% or more in the gross or net square footage of the Facility; (b) a cumulative increase of 10% or more in the Project Budget; (c) a change in the use of the Property; or (d) a delay in the completion of the Project (including the Green Roof) by more than three months past August 31, 2009. 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 DPD's written approval (to the extent required in this section).

**4.01 Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be \$26,002,175 to be applied in the manner set forth in the Project Budget. Such costs shall be funded solely from Equity and/or Lender Financing.

**4.03 City Funds.** In the table within subsection (b) of this Section, the Maximum Amount of City Funds is revised to read:

Maximum Amount

the lesser of:

(i) \$5,226,225,

(ii) 20.1% of the actual total Project costs, or

(iii) 100% of the costs of the TIF-Eligible Improvements

**Section 5, Conditions Precedent to Closing.** The introductory text to this Section is amended to read: “The following conditions have been complied with to the City's satisfaction on or prior to the Amending Agreement Closing Date:”

**5.05 Acquisition and Title.** On the Amending Agreement Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, containing only those title

exceptions listed as Permitted Liens on **Amended Exhibit G** hereto, documenting that it has title to the Property, and evidencing the recording of this Agreement pursuant to the provisions of **Section 8.18** hereof, and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto. The Title Policy shall contain 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.

**5.09 Opinion of the Developer's Counsel.** On the Amending Agreement 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.

**5.14 Corporate Documents; Economic Disclosure Statement.** The Developer has provided a copy of its Agreement and Declaration of Trust dated as of June 1, 1986, as amended; certificates of good standing from the Secretary of State of Illinois regarding the Developer's qualification to do business, if any; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the entity; and such other entity 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 Amending Agreement Closing Date.

**7.03 Failure to Complete.** The introductory text to this Section is amended to read: "If the Developer fails to complete the Project by the date set forth for completion in **Section 3.01** hereof (e.g., August 31, 2009) 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:"

**8.18 Recording and Filing.** The Developer shall cause this Amending Agreement, certain exhibits (as specified by Corporation Counsel), and 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. This Amending Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if one or more such mortgages exist, then the Subordination Agreement set forth in **Exhibit O** hereto shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Amending Agreement and the Subordination Agreement showing the dates and recording numbers of record.

## **8.21 Use, Lease and Sale of Property**

(a) **Use, Lease and Sale.** The Developer covenants not to use, lease out or sell any part of the Property (including the Facility) for purposes other than i) the operation of laborer training and apprenticeship programs; ii) related activities and community events, including but not limited to activities sponsored by other labor unions, by Builders' and Contractors' associations which are members of the Developer, and by civic and community and local government entities or elected officials; and iii) the maintenance of the retention pond/artificial wetland; **provided, however,** that the Developer may lease, for not to exceed the Term of the Agreement, as amended, a portion of the Property, provided the lease meets all the following conditions:

- (I) the lease is a written instrument;
- (II) the named lessee is Star-Tech Glass, Inc.;
- (III) the leased parcel does not exceed 50,000 square feet in size;
- (IV) the net rent received by Developer does not exceed \$1.00 per year;
- (V) one side of the leased parcel touches the boundary of the Property;
- (VI) the lessee is an industrial business entity that owns or leases the property that is directly adjacent to the Property;
- (VII) the sole use of the leased parcel is industrial and conforms to the underlying zoning;
- (VIII) the lease requires the lessee to pay for all costs of the demolition or construction of improvements, and of any environmental remediation, if any is undertaken, on the parcel; and
- (IX) the lease requires the prior written consent of the DPD Commissioner to any proposed successor or assignee under the lease or to any new lessee under a new lease.

**10.03 MBE/WBE Commitment.** The reference in the RA to Exhibit H-2 in subsection (a) thereof is replaced with "Amended Exhibit H-2."

**Section 16, Mortgaging of the Project.** The introductory text to this Section is amended to read: "All mortgages or deeds of trust in place as of the Amending Agreement Closing Date with respect to the Property or any portion thereof are listed on **Amended 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." 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:"

**18.02 Entire Agreement.** The Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), as amended by this Amending Agreement,

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.

#### **SECTION 4. NO OTHER AMENDMENTS TO AGREEMENT**

Except as set forth herein, and except as modified by this Amending Agreement, the RA is not amended.

#### **SECTION 5. OBLIGATIONS TO RECORD AND TO PROVIDE DOCUMENTS**

The Developer shall execute and deliver to the City such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form set forth in the Agreement.

The Developer shall cause this Amending Agreement 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. This Amending Agreement shall be recorded prior to any mortgage made in connection with lender financing involving the Property or, if one or more such mortgages exist, then a subordination agreement as set forth in the RA shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Agreement and the Subordination Agreement showing the dates and recording numbers of record.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



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

**THE CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL OF CHICAGO  
AND VICINITY JOINT TRAINING AND  
APPRENTICESHIP FUND**, a jointly-administered not-  
for-profit Taft-Hartley Trust Fund

By: Peter Ruff  
Its: ADMINISTRATOR

**CITY OF CHICAGO**, by and through its Department of  
Planning and Development

By: \_\_\_\_\_  
Commissioner

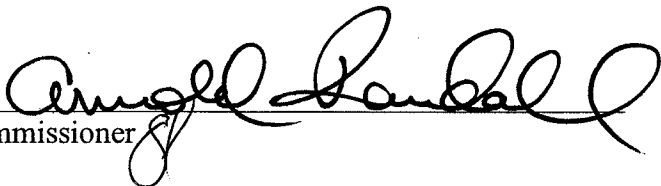
IN WITNESS WHEREOF, the parties hereto have caused this Amending Agreement to be executed on or as of the day and year first above written.

**THE CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL OF CHICAGO  
AND VICINITY JOINT TRAINING AND  
APPRENTICESHIP FUND, a jointly-administered not-  
for-profit Taft-Hartley Trust Fund**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF CHICAGO, by and through its Department of  
Planning and Development**

By:  \_\_\_\_\_  
Commissioner

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

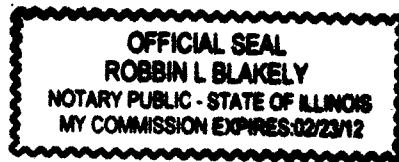
I, Robbin L. Blakely, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Ruff, personally known to me to be the Administrator of The Construction and General Laborers' District Council of Chicago and Vicinity Joint Training and Apprenticeship Fund, a jointly-administered not-for-profit Taft-Hartley Trust Fund (the "Developer"), 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 Board of Directors of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24 day of March 2008,

Robbin L. Blakely  
Notary Public

My Commission Expires 2-23-12

(SEAL)



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

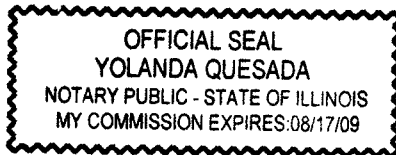
I, Yolanda Quesada, a notary public in and for the said County, in the State  
aforesaid, DO HEREBY CERTIFY that Arnold Randall, personally  
known to me to be the \_\_\_\_\_ Commissioner of the Department of Planning and  
Development of the City of Chicago (the "City"), and personally known to me to 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 City, as his/her free and voluntary act and as the free and  
voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 th day of March, 2008

Yolanda Quesada  
Notary Public

My Commission Expires 8-17-2009

(SEAL)



## EXHIBIT A

### Legal Description of the Property

[see attached]

#### Permanent Tax Parcel Identification Numbers for the Property:

13-32-400-004-0000  
13-32-400-005-0000  
13-32-400-007-0000  
13-32-400-030-0000  
13-32-400-037-0000\*  
13-32-400-048-0000  
13-32-400-050-0000  
13-32-400-051-0000  
13-32-400-053-0000  
13-32-400-055-0000  
13-32-500-002-0000

\* Based on information received from the Developer at that time, the RA (executed July 13, 2006) erroneously included 13-32-400-049-0000 (emphasis added) and erroneously did **not** include 13-32-400-037-0000 (emphasis added). The 11 PINs shown above are now the correct PINs for the Property as described on the attached legal description.

## EXHIBIT A

### Legal Description

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF A PART OF EACH OF LOTS 1, 10, 11, 12, 13, 14, 15 AND 16 IN COUNTY CLERK'S DIVISION OF THE EAST THREE QUARTERS OF SAID SECTION 32, TOGETHER WITH BLOCKS 35, 36 AND VACATED BLOCKS 53 AND 54, AND THE STRIPS OF LAND, FORMERLY STREETS, ADJACENT TO SAID BLOCKS IN PECK'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SAID SECTION 32, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AT THE INTERSECTION OF SAID LINE WITH THE WESTWARD EXTENSION OF THE NORTH LINE OF THE 18 FOOT WIDE PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF BLOCK 1 IN MILLS AND SON'S SUBDIVISION NUMBER 4 OF PART OF THE SOUTHEAST QUARTER OF SAID SECTION 32, AND RUNNING THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, (THE BASIS OF BEARING ASSUMED) ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, SAID WEST LINE BEING THE CENTER LINE OF NORTH AUSTIN AVENUE, A DISTANCE OF 540.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 83.00 FEET; THENCE SOUTH 62 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 42.25 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS EAST, ALONG A LINE 40 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF A RAILROAD TRACK, SINCE REMOVED, A DISTANCE OF 330.50 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH A RAILROAD TRACK, SINCE REMOVED, AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 64.58 FEET, TO A POINT OF TANGENCY, THE CHORD OF SAID ARC BEING 64.52 FEET LONG AND BEARING SOUTH 85 DEGREES 53 MINUTES 52 SECONDS EAST; THENCE SOUTH 81 DEGREES 40 MINUTES 37 SECONDS EAST, TANGENT TO THE LAST DESCRIBED ARC BEING 40 FEET SOUTHERLY OF AND PARALLEL WITH A RAILROAD TRACK, SINCE REMOVED, A DISTANCE OF 170.10 FEET, TO A POINT IN THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 430.02 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 50 SECONDS EAST, ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 18.00 FOOT WIDE ALLEY, A DISTANCE OF 371.73 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE AND A NORTHWARD PROLONGATION THEREOF, OF NORTH MONITOR AVENUE, A DISTANCE OF 101.00 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 41.00 FEET OF LOTS 2 AND 3 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 41.0 FEET, AFORESAID, A DISTANCE OF 907.27 FEET, TO AN INTERSECTION WITH A LINE 907.24 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT (SAID WEST LINE OF LOT 3 BEING THE EAST LINE OF N. MONITOR AVENUE); THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET, TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 51.00 FEET OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT AFORESAID; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 51.00 FEET OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT, A DISTANCE OF 188.75 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF THE NORTH 51.00 FEET, A DISTANCE OF 66.00 FEET TO AN INTERSECTION THE SOUTH LINE OF THE NORTH 117.00 FEET OF LOT 1 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 117.00 FEET OF LOT 1 IN KEENEY INDUSTRIAL DISTRICT, A DISTANCE OF 441.36 FEET, TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF

LOT 1, SAID EAST LINE BEING 66.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 117.00 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE EAST ALONG THE EASTWARD PROLONGATION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 66.00 FEET, TO AN INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 32; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 532.29 FEET, TO AN INTERSECTION WITH A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MOST SOUTHERLY YARD TRACK OF CP RAIL; THENCE NORTH 88 DEGREES 56 MINUTES 14 SECONDS WEST ALONG A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID SOUTHERLY YARD TRACK, A DISTANCE OF 432.37 FEET, TO A POINT OF CURVE; THENCE WESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, BEING 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID SOUTHERLY YARD TRACK, AN ARC DISTANCE OF 136.16 FEET, THE CHORD OF SAID ARC BEING 136.16 FEET LONG AND BEARING NORTH 89 DEGREES 12 MINUTES 52 SECONDS WEST; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS WEST ALONG A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID SOUTHERLY YARD TRACK, A DISTANCE OF 606.70 FEET, TO A LINE 1140 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH CENTRAL AVENUE VIADUCT; THENCE NORTH 00 DEGREES 45 MINUTES 09 SECONDS WEST ALONG THE LINE 1140 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH CENTRAL AVENUE VIADUCT, A DISTANCE OF 14.00 FEET, TO A LINE 36 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID SOUTHERLY YARD TRACK; THENCE SOUTH 89 DEGREES 52 MINUTES 53 SECONDS WEST ALONG SAID LINE 36 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF SAID YARD TRACK, A DISTANCE OF 797.61 FEET, TO THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 68.74 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE NORTH 664.42 FEET OF THE EAST 1075 FEET OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE WEST 66 FEET OF CENTRAL AVENUE EAST OF AND CONTIGUOUS TO THE NORTH 117 FEET OF THE EAST 441.36 FEET OF LOT 1, AND ALSO THAT PART OF SAID LOT 1 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST QUARTER OF SECTION 32, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1924 AS DOCUMENT 8732302, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 59 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32 AFORESAID, 40.614 METERS (133.25 FEET) TO A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MOST SOUTHERLY TRACK OF CP RAIL AND FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 59 MINUTES 55 SECONDS EAST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 197.906 METERS (649.30 FEET), TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 117 FEET OF LOT 1 AFORESAID; THENCE SOUTH 88 DEGREES 36 MINUTES 31 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND SOUTH LINE OF THE NORTH 117.00 FEET OF LOT 1 AFORESAID, A DISTANCE OF 236.95 FEET, TO AN INTERSECTION WITH A LINE 170.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 59 MINUTES 55 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 117.00 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 36 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT AFORESAID, A DISTANCE OF 395.95 FEET, THENCE

NORTH 01 DEGREE 23 MINUTES 29 SECONDS WEST, 29.553 METERS (99.96 FEET); THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST, 135.081 METERS (443.18 FEET); THENCE NORTH 84 DEGREES 11 MINUTES 35 SECONDS EAST, A DISTANCE OF 57.19 FEET; THENCE NORTH 48 DEGREES 07 MINUTES 33 SECONDS EAST, A DISTANCE OF 85.51 FEET, TO THE WEST LINE OF NORTH CENTRAL AVENUE; THENCE NORTH 01 DEGREE 59 MINUTES 55 SECONDS WEST ALONG SAID WEST LINE, 376.75 FEET, TO A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF THE MOST SOUTHERLY TRACK OF CP RAIL; THENCE SOUTH 89 DEGREES 46 MINUTES 33 SECONDS WEST ALONG SAID PARALLEL LINE, 66.03 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PINS: 13-32-400-004-0000  
13-32-400-005-0000  
13-32-400-007-0000  
13-32-400-030-0000  
13-32-400-037-0000  
13-32-400-048-0000  
13-32-400-050-0000  
13-32-400-051-0000  
13-32-400-053-0000  
13-32-400-055-0000  
13-32-500-002-0000



## AMENDED 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 of the Amending Agreement, 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

## AMENDED EXHIBIT H-1

### PROJECT BUDGET

Hard Costs	
Land Acquisition	5,226,225
Demolition/Site Prep	100,000
Environmental Remediation	200,000
Earthwork/Grading	2,248,000
Utility Hook-Ups	587,070
Parking Areas/Private Streets	865,000
Other Improvement (On/Off Site)	1,150,000
Construction Hard Costs	12,736,630
General Contractor Overhead/Profit	450,000
Total Hard Costs (90.6% of total costs)	<u>23,562,925</u>
Soft Costs	
Environmental Studies	100,000
Marketing/Leasing Fees & Commissions	150,000
Construction Period Taxes/Insurance	200,000
Financing Fees	400,000
Project Contingency	989,250
Professional/Developer Fees	600,000
Total Soft Costs (9.4% of total costs)	<u>2,439,250</u>
Total Project Costs	26,002,175

**AMENDED EXHIBIT H-2**

**MBE/WBE Budget**

Hard Costs		
Building Rehabbing	13,298,510	
Parking Areas/Private Streets	865,000	
Demolition/Environmental	1,291,117	
Site Improvements	1,162,006	
Total		<u>16,616,633</u>

Soft Costs		
A & E	700,000	
Total Soft Costs		<u>700,000</u>

MBE/WBE Project Budget 17,316,633

MBE Total	4,155,992
WBE Total	<u>692,665</u>
	4,848,657

MBE Contractor Budget (24%) = 4,155,992 minimum

WBE Contractor Budget (4%) = 692,665 minimum