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COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting—Tuesday, November 10, 1987

at 10:00 A.M.

(Council Chamber--City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN EUGENE SAWYER, PRESIDENT PRO TEMPORE, IN CHAIR.

In the absence of The Honorable Harold Washington, Mayor, Alderman Eugene Sawyer, President Pro Tempore, assumed the Chair.

Attendance At Meeting.

Present -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone.

Absent -- Aldermen Vrdolyak, Kotlarz.

Call To Order.

On Tuesday, November 10, 1987 at 12:53 P.M. (the hour appointed for the meeting was 10:00 A.M.) Alderman Eugene Sawyer, President Pro Tempore, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Langford, Kellam, Jones, J. Evans, Krystyniak, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Shiller, Osterman, Orr, Stone -- 34.

Quorum present.

Invocation.

The Reverend Darryl C. Hallman of the New First Church of God in Christ and founder and Director of Music for the Voices of Outreach Community Singers, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MR. EARL F. HORD AS
COMMISSIONER OF AVIATION.

The Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 10, 1987.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Mr. Earl F. Hord as Commissioner of Aviation and respectfully request your approval of this appointment.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

*Placed On File -- NOTIFICATION OF SALE OF GENERAL
OBLIGATION BONDS, PROJECT AND REFUNDING
SERIES 1987B.*

The report of Mr. Ronald D. Picur, City Comptroller, addressed to the City Council, notifying the members of the sale of \$50,000,000 General Obligation Bonds, Project and Refunding Series 1987B, which was *Placed on File*.

*Placed On File -- PETITIONS IN SUPPORT OF SPECIAL SERVICE
AREA NUMBER SIX.*

Also, petitions were filed in the Office of the City Clerk at 3:34 P.M. on October 2, 1987 in support of Special Service Area Number Six, which were *Placed on File*.

*Placed On File -- PETITIONS IN OPPOSITION TO SPECIAL
SERVICE AREA NUMBER SIX.*

Also, petitions were filed in the Office of the City Clerk at 11:24 A.M. on October 2, 1987 in opposition to Special Service Area Number Six, which were *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on November 4, 1987, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 10, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 4, 1987, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas which were *Referred to the Committee on Zoning*, as follows:

James E. Brown, c/o John J. Pikarski, Jr.--to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 12-L bounded by

West 53rd Place; a line 351 feet west of and parallel to South Lockwood Avenue; a line 131.20 feet south of and parallel to West 53rd Place; and a line 451 feet west of and parallel to South Lockwood Avenue.

Tae-Hwan Han, c/o John J. Pikarski, Jr.--to classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 15-H bounded by

North Ridge Avenue; a line perpendicular to North Ridge Avenue, 511 feet 2-3/8 inches northwest of the intersection of North Ridge Avenue and West Peterson Avenue; the alley next south and southwest of North Ridge Avenue; and a line perpendicular to North Ridge Avenue, 621 feet 2-3/8 inches northwest of the intersection of North Ridge Avenue and West Peterson Avenue.

Raul Morales--to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 6-K bounded by

a line 38.80 feet north of and parallel to West 28th Street; the alley next east of and parallel to South Kostner Avenue; and West 28th Street; and South Kostner Avenue.

Raymond Pocius and Leo Pocius--to classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-L bounded by

West 63rd Street; South Laporte Avenue; the alley next south of and parallel to West 63rd Street; and a line 82.70 feet west of South Laporte Avenue.

Joseph Polan, c/o John J. Pikarski, Jr.--to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by

West Grace Street; North Sheffield Avenue; a line 50 feet south of and parallel to West Grace Street; and the alley next west of and parallel to North Sheffield Avenue.

Michael Pontarelli, c/o John J. Pikarski, Jr.--to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 17-O bounded by

the midpoint of the alley (vacated) next northeast and parallel to North Northwest Highway; a line perpendicular to North Northwest Highway, 517.33 feet northwest of its intersection with the northwest line of West Devon Avenue; North Northwest Highway; and a line perpendicular to North Northwest Highway, 565.87 feet northwest of its intersection with the northwest line of West Devon Avenue.

John P. Regas--to classify as a C2-5 General Commercial District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of and parallel to West Grand Avenue; a line 149 feet west of and parallel to North Franklin Street; West Grand Avenue; and a line 200.31 feet west of and parallel to North Franklin Street.

River Bend Associates--to classify as a Residential-Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-F bounded by

a line from a point 654.26 feet north of West Lake Street along the east line of North Canal Street to a point 597.26 feet north of West Lake Street and 20 feet east of North Canal Street; a line from a point 597.26 feet north of West Lake Street and 20 feet east of North Canal Street to a point 527.26 feet north of West Lake Street and 49 feet east of North Canal Street, connected by a line with an arc of 74.90 feet with a chord length of 74.86 feet; a line from a point 527.26 feet north of West Lake Street and 49 feet east of North Canal Street to a point 399.64 feet north of West Lake Street and 148.64 feet east of North Canal Street; a line from a point 399.64 feet north of West Lake Street and 148.64 feet east of North Canal Street to a point 319.63 feet north of West Lake

Street and 155.5 feet east of North Canal Street; a line 319.63 feet north of and parallel to West Lake Street; the North Branch of the Chicago River; West Lake Street; and North Canal Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Allstate Ins. Co. (2) L. Z. Edwards and Denise Ingram, A. T. & T.;
Berg Kenneth, Bibilonia Pedro and Martha;
Chambers C. Everett Jr.;
Demas William;
Grant Dorothy;
Hoke Stephen;
Karkazis George;
Lockett Denise;
Mayflower Ins. Co. and William Lundborg;
Nunn Carrie S.;
Owens Rose;
Perez Francisco;
Reliable Builders;
Sarafolean George, Schoenberg Harry, Sekeres Marysia, Simon Horace L.;
Totzke Leonard;
Weaver Susan, Wells Johnnie B.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES OF
JUDGMENTS AGAINST CITY.

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on November 10, 1987) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended September, 1987, which was *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF MUNICIPAL CODE CHAPTER 25.1, SECTIONS 25.1-5 AND 25.1-6 PROVIDING POST-DISCIPLINARY ACTION HEARINGS FOR CAREER SERVICE EMPLOYEES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, amending Chapter 25.1 of the Municipal Code by establishing post-disciplinary action hearings for career service employees.

Following debate on the matter, Alderman T. Evans raised a Point of Order, stating that discussion of a specific rule not before the body was improper, while discussion of the substitute ordinance was proper.

President Pro Tem. Sawyer ruled the Point of Order *Well Taken.*

Alderman Burke then moved to re-refer the proposed substitute ordinance to the Committee on Finance. The clerk called the roll and the motion failed to pass by yeas and nays as follows:

Yeas -- Aldermen Huels, Madrzyk, Burke, Kellam, Krystyniak, Hagopian, Gabinski, Mell, Laurino, Hansen, Levar, Stone -- 12.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Carter, Streeter, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Smith, Davis, Figueroa, Austin, Giles, Pucinski, Natarus, Eisendrath, Shiller, Schulter, Osterman, Orr -- 29.

Thereupon, on motion of Alderman T. Evans, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 42.

Nays -- Alderman Stone -- 1.

Alderman Shaw moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The labor agreement between the City and the union representing uniformed firefighters provides for termination of such employees, subject to subsequent arbitration; and

WHEREAS, The labor agreements between the City and other labor unions representing City employees, except sworn police personnel, provide for termination of Career Service employees without a prior hearing, subject to appeal to the Personnel Board; and

WHEREAS, It is in the best interest of the City to extend this system to non-represented Career Service employees; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 25.1-5 of the Municipal Code is hereby amended by adding the language in italics and deleting the language bracketed, as follows:

25.1-5. The Commissioner of Personnel shall issue personnel rules. Prior to the effective date of such rules, the Commissioner of Personnel shall give public notice in one or more newspapers of general circulation, and in no case shall such publication be less than ten days before the effective date of the proposed rule or amendment to the rule. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. Nothing contained herein shall prohibit the Commissioner of Personnel from giving other appropriate public notice. The rules shall provide:

* * *

- (12) For the establishment of disciplinary measures such as suspension, demotion in rank or grade, or discharge. *For all permanent employees in the Career Service, s[S]uch measures shall provide for a statement of the charges on which discipline is based, together with an explanation of the evidence supporting the charges and an opportunity for the employee to respond to the charges in writing before action is taken, [presentation of charges, hearing rights, and] appeals after such disciplinary action [for all permanent*

employees in the career service], and a hearing on the charges upon request of the employee in case of discharge, demotion or suspension exceeding thirty days, and review of suspensions not exceeding thirty days, consistent with the requirements of due process [in] of law. The charges and explanation of evidence need not be in any particular form, but must be sufficient to apprise the employee of the matters on which discipline may be based. The employee's response must be reviewed by the department head or designee responsible for making the decision, provided that such designee may not be the

person who initiated the charges against the employee. No permanent employee in the Career Service may be discharged, demoted or suspended for more than thirty days unless the statement of charges and any matters in support are first reviewed by the Departments of Law and Personnel, before the employee is notified of such action.

SECTION 2. Section 25.1-6 of the Municipal Code is hereby amended by adding the language in italics and deleting the language bracketed, as follows:

25.1-6. The Personnel Board, a member thereof, or a hearing officer appointed by the Board shall conduct a hearing of all [charges brought against] *appeals* by any career service employee [by proper authority for purposes] of discharge, demotion, or suspension for a period of more than [thirty] *ten days upon request of the employee and may provide by rule for review of suspensions of ten days or less.* [The Personnel Board shall provide by rule for review by the Board, a member thereof, hearing officer or designated review officer, of suspensions not exceeding thirty days.] The Personnel Board, any of its members, or a hearing officer appointed by the Board may administer oaths and secure by subpoena both the evidence and witnesses for the production of relevant books and papers. All proceedings before the Board, a member thereof, or the hearing officer shall be recorded. The findings and decision of a member of the Board or hearing officer shall be certified to the Personnel Board, which may accept or reject the findings and decision or may require further hearing before the Board. After the Board accepts the findings and decision of its member or hearing officer, or after a hearing by the Personnel Board, it shall certify the findings and decision to the Commissioner of Personnel who shall then notify the appropriate appointing authority [and said appointing authority shall then enforce the findings and decision forthwith]. Nothing in this section limits the power of the appointing authority or his/her designee to *take disciplinary action against* [suspend] a subordinate [for a reasonable period not exceeding thirty days] pursuant to the rules of the Department of Personnel.

If the Personnel Board finds that the number of hearing officers is insufficient to hear and report on cases before it in a timely manner, it shall retain the services of such additional hearing officers as are necessary to ensure the timely hearing and report of such cases. If the appropriation for payment of hearing officers is insufficient for this purpose, then the expense of such hearing officers shall be borne by the department from which such cases arise, based on the cost involved in hearing and reporting of such cases.

Appeals by an employee of discharge, demotion or suspension for a period exceeding thirty days shall be governed by the following procedure:

(a) *The employee shall be given written notice of the disciplinary decision by the department head or designee. The employee may appeal the department head's or designee's decision to the Personnel Board by making a written request therefor within five calendar days of the effective date of discipline. An appeal shall not affect the effective date of discipline. The written notice must contain the following statement:*

"If you desire a hearing on this disciplinary action, you must file a written request for the hearing with the Personnel Board of the City of Chicago, Room 1100, City Hall, Chicago, Illinois. Your written request must be received by the Personnel Board within five (5) calendar days of the effective date of discipline. Late requests will not be accepted."

(b) *If the employee requests a hearing, a date therefor shall be set, not more than forty-five (45) days following receipt of the request for hearing by the Personnel Board. Either party may request a continuance for good cause shown, but the hearing must be completed within sixty (60) calendar days of the initial hearing date, unless further delay is caused by the employee. The Personnel Board shall render a decision on the appeal not more than sixty (60) calendar days after the close of the hearing. If the time limitations provided for herein are not met, the employee shall be entitled prospectively to the pay and benefits of the position held before the imposition of suspension or discharge, or in the case of a demotion the difference in pay between the former and current position, beginning with the first day after the failure to meet the time limit, pending decision of the Personnel Board, but the employee shall have no right to be reinstated except by order of the Personnel Board. The Personnel Board shall file a written report in all cases where a discharged, demoted or suspended employee becomes entitled to the pay and benefits of his or her former position prospectively by reason of failure to meet a time limit. The report shall be filed with the Committee on Finance and the City Clerk within twenty-one (21) days of the failure to meet a time limit, and shall contain the causes and circumstances of such failure. Nothing herein shall deprive the Personnel Board of jurisdiction to decide the merits of the disciplinary action.*

(c) *An employee whose discipline is not upheld shall receive full backpay for any period when he or she was off work, or serving in a lower position, less any lesser disciplinary action imposed by the Board. Said employee shall be reinstated to his or her position or such lower position as determined by the Board, upon notification of the Board's decision, or following such lesser discipline as may be imposed by the Board, as appropriate.*

SECTION 3. The Personnel Board shall amend its rules and procedures, and the Commissioner of Personnel shall amend the Personnel Rules to conform to the provisions of this ordinance. The provisions of this ordinance shall control until such amendments are effective.

SECTION 4. This ordinance shall be effective upon its passage and publication.

EXECUTION OF PROJECT AGREEMENT WITH STATE
OF ILLINOIS FOR IMPROVEMENT OF
VARIOUS INTERSECTIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois for the improvement of Group J intersections, including the intersections of 63rd Street with Lawndale Avenue, 99th Street with Beverly Avenue, 115th Street with Michigan Avenue and Cottage Grove Avenue/51st Street with Bowen Drive.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the above referenced intersections described therein, said agreement to be substantially in the following form:

City-State Project Agreement.

Improvement Of The Group J Intersections, Including:
63rd Street (F.A.U. 1519) With Lawndale Avenue,
99th Street (F.A.U. 1567) With Beverly Avenue,
115th Street (F.A.U. 1584) With Michigan Avenue,
Cottage Grove Avenue (F.A.U. 2919)/51st Street (F.A.U. 1501)
With Bowen Drive.

Federal Project Nos.:
State Job No.:
City Section No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the above referenced intersections, hereinafter referred to as the "Project" and described in Paragraph 12 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the right-of-way acquisition, contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.
5. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
6. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
7. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
8. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 7 and 11 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
9. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State.
11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

12. That said Project generally consists of the improvement of the Group J intersections, including the intersections of: 63rd Street and Lawndale Avenue, 99th Street with Beverly Avenue, 115th Street with Michigan Avenue, and Cottage Grove Avenue/51st Street with Bowen Drive.

The existing driving surface will be removed at all intersections. The pavement base will be repaired or reconstructed as necessary. The intersections will be throat widened and/or realigned where necessary in order to provide left turn channelization and increased intersection capacity, and new driving surfaces will be applied. Existing street lighting will be relocated to accommodate the throat widening. Deteriorated curbs, gutters, sidewalks and carriage walks will be repaired or reconstructed as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Drainage structures will be adjusted or reconstructed as necessary. Traffic signals will be modernized at all intersections. Existing signing will be supplemented and improved and all other appurtenances necessary to complete the Project will be provided.

13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
14. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$1,175,000
Force Account Construction	\$780,000
Construction Engineering/Supervision	<u>\$175,000</u>
TOTAL:	\$2,130,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$2,130,000)	\$1,601,334
Non-Federal Share (State) (24.82% of \$2,130,000)	<u>\$528,666</u>
TOTAL:	\$2,130,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$528,666, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

15. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
16. That Standard Federal-Aid procedures and requirements shall apply to all phases of this project.
17. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$2,130,000) as authorized by the City Council.
18. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

EXECUTION OF REDEVELOPMENT AGREEMENT WITH LA SALLE
NATIONAL BANK AND TRUST COMPANY AS TRUSTEE AND
TUSCANY ASSOCIATES LIMITED PARTNERSHIP
FOR RENOVATION AND DEVELOPMENT
OF PROPERTY AT 1244 NORTH
DEARBORN STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with LaSalle National Bank and Trust Company as Trustee and Tuscany Associates Limited Partnership for renovation and development of property located at 1244 North Dearborn Street for use as a hotel.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed July 29, 1985, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-86-AA-17-0236, which provides funds to the City which may be loaned to Tuscany Associates Limited Partnership, an Illinois limited partnership, in the amount of \$500,000, for the rehabilitation of property located at 1244 North Dearborn Street, which will create expanded employment opportunities in the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago ("Commissioner"), is authorized to enter into and execute, on behalf of the City a Redevelopment Agreement by which the City will, upon the granting of sufficient security, lend \$500,000 to Tuscany Associates Limited Partnership for the purpose of real estate rehabilitation and which Redevelopment Agreement obligates Tuscany Associates Limited Partnership to commence and complete the aforementioned project by expending approximately \$5,150,000 in private funds; and further obligates Tuscany Associates Limited Partnership to use its best efforts to create 44 new, permanent job opportunities as set forth in the Urban Development Action Grant to the City.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant Number B-86-AA-17-0236, and the Redevelopment Agreement, said Redevelopment Agreement substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Commissioner.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

*Urban Development Action Grant
Redevelopment Agreement.*

Agreement made in Chicago, Illinois, as of the 30th day of November 1987, by and among the City of Chicago, Illinois (the "City"), by and through its Department of Planning ("D.O.P."), having its offices at 121 North LaSalle Street, Chicago, Illinois 60602; LaSalle National Bank and Trust Company, not personally, but as Trustee under Trust No. 103006, dated August 13, 1980 ("Borrower"); and the sole beneficiary thereof, Tuscany Associates Limited Partnership, an Illinois limited partnership, having its principal offices at 1244 North Dearborn Parkway, Chicago, Illinois 60610 ("Developer").

Witnesseth:

Whereas, D.O.P. has as its primary purpose the planning and implementation of economic development in the City; and

Whereas, it is the intention of Developer to rehabilitate and re-market the Tuscany Hotel, located at 1244 North Dearborn Parkway, Chicago, Illinois 60610, which will provide 173 hotel rooms that will serve the tourist and commercial industry and create 44 permanent jobs; and

Whereas, the City has made an application to the United States Department of Housing and Urban Development ("H.U.D.") for an Urban Development Action Grant for funds to be used as a loan to finance the rehabilitation of said facility; and

Whereas, in response to said application, H.U.D. has approved U.D.A.G. Grant No. B-86-AA-17-0236 as amended, (the "U.D.A.G. Grant Agreement"), which provides that \$500,000 may be loaned by the City to Borrower for the above Project; and

Whereas, the City Council of the City, by ordinance passed _____, authorized the Commissioner of D.O.P. to enter into and execute this Agreement, on behalf of the City, to loan \$500,000 of U.D.A.G. Grant funds to Borrower, and to execute such other documents as may be reasonably required to implement the U.D.A.G. Grant; and

Whereas, Borrower desires to borrow said amount from the City, and the City is willing, subject to the terms and conditions herein, to lend said amount to Borrower;

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

1.1 "Additional Collateral" shall mean all personalty of the Project (as hereinafter defined), owned by Borrower or Developer.

1.2 "Borrower's" or "Developer's Liabilities" shall mean all obligations and liabilities of Borrower or Developer, as the case may be, to City (including without limitation all debts, claims and indebtedness), whether primary, secondary, direct, contingent, fixed or otherwise, now and/or from time to time hereafter owing, due or payable, which are created, incurred, acquired or owing, however evidenced, under this Agreement.

1.3 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances, or non-governmental claims or liens upon and/or relating to the "Collateral" (hereinafter defined), Developer's Liabilities, Developer's business, Developer's ownership and/or use of any of its assets, and/or Developer's income and/or gross receipts.

1.4 "Collateral" shall mean those assets of Borrower and/or Developer (individually or collectively), now owned or hereafter acquired in which Borrower and Developer have granted City a security interest as set forth in Exhibit C of this Agreement as security for the Loan.

1.5 "Financials" shall mean those financial statements provided to D.O.P. at the time of application for the Loan and financial statements hereinafter provided to D.O.P. pursuant to the terms of this Agreement.

1.6 "Guarantors" shall mean Arthur Slaven and Laurence Ashkin, general partners of the Developer, with an address at 1244 North Dearborn Street, Chicago, Illinois 60610.

1.7 "Property" shall mean that certain real estate located at 1244 North Dearborn Parkway, Chicago, Illinois 60610, as more particularly described in Exhibit F attached hereto and made a part hereof, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.8 "Project" shall mean all activities of Developer in constructing and developing the Property using the proceeds of the Loan, the Senior Financing (as hereinafter defined), and Developer's equity.

1.9 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.10 "Senior Lender" shall mean Republic Savings Bank.

1.11 "Senior Financing" shall mean the loans of the Senior Lender or permitted replacements thereof, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower or Developer to perform their respective obligations under such loans.

1.12 Terms Which Are Not Otherwise Defined In This Redevelopment Agreement Have The Meanings Set Forth In The U.D.A.G. Grant Agreement, Which Is Hereby Incorporated By Reference.

Section II. Consideration.

In consideration of the City, Borrower, and Developer entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City, Trustee, and Developer agree as hereinafter set forth.

Section III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon such terms and conditions as are set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section IV. Borrower's And Developer's Covenants.

Borrower represents and covenants, and Developer warrants to City as follows:

4.1 Borrower and Developer shall be governed, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as may be in effect from time to time during the term of this Agreement.

4.2 Developer shall proceed diligently to carry out the rehabilitation of the Property pursuant to Exhibit A.

4.3 Developer shall use its best efforts to create or cause to be created in connection with guest occupancy and utilization of the Property, within 36 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, a minimum of 44 permanent jobs, of which 11 will be for low and moderate income persons, 11 will be for C.E.T.A.-eligible persons, and 15 will be for minority persons.

4.4 Developer shall provide evidence of jobs as set forth in paragraph 4.3 hereinabove.

4.5 Developer shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.6 Borrower and Developer shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.7 (a) Developer is now an Illinois limited partnership duly organized and existing and in good standing under the laws of the State of Illinois, and qualified or licensed to do business in Illinois and in all other states in which the laws thereof require Developer to be so qualified and/or licensed; (b) Developer has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's limited partnership agreement, or any instrument or document to which Developer is now a party or by which it is bound; (d) Borrower has good, indefeasible and merchantable title to and ownership of the Collateral and Developer has good, indefeasible and merchantable title to and ownership of the Additional Collateral, free and clear of all liens, claims, security interests and encumbrances except those of the City, the Senior Lender, as permitted pursuant to Paragraph 4.9 of this Agreement and such exceptions to title as approved in writing by the City and H.U.D.; (e) Developer is now solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Developer or Borrower (except as may be set forth in Developer's application for the Loan), which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets or the Collateral as of the date of this Agreement; (g) Developer has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business, and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Developer as of the dates of the Financials;

and (j) there has been no material and/or adverse change in the assets, liabilities or financial condition of Developer since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Financing.

4.8 Borrower and/or Developer shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that the City occupies no less than a second secured lien position on all of the Collateral. Borrower and/or Developer shall furnish the City documents satisfactory to the City which evidence Borrower's and/or Developer's compliance with this Paragraph 4.7 prior to disbursement of Loan proceeds.

4.9 Neither Borrower nor Developer shall, without the City's prior written consent thereto, which the City may or may not give in its sole discretion, concurrently or hereafter, except as permitted under Paragraphs 4.7(d), 4.10 or 8.1 hereof, (a) permit a security interest in any of the Collateral to any person, or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's and/or Developer's ability to repay their respective Borrower's and/or Developer's Liabilities.

4.10 Borrower and/or Developer shall pay promptly when due, all of the Charges. In the event Borrower and/or Developer, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower and/or Developer shall so advise the City thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Borrower or Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the City deems advisable. All sums so paid by the City and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower or Developer, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower and/or Developer may permit or suffer Charges to attach to its assets directly relating to the Project, and may dispute the same without prior payment thereof, provided that Borrower and/or Developer, in good faith shall be contesting said Charges in an appropriate proceeding, and further provided that Borrower and/or Developer shall insure over any such Charges, or give to the City such additional collateral and/or assurances as the City in its reasonable discretion, deems necessary under the circumstances.

4.11 Developer shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, and certified to by the general partner of the Developer. Within 90 days following the close of each fiscal year, Developer shall provide a copy of the aforesaid annual financial statement(s) to the City. In addition, upon request by D.O.P., Developer shall submit to D.O.P. no more frequently than once per calendar quarter, statements of Developer's employment profile and Developer's financial condition.

4.12 Borrower and/or Developer shall immediately notify the City of any and all events or actions which may materially affect Borrower's or Developer's abilities to carry on their respective operations or perform all their respective obligations under this Agreement or

any other agreements with respect to the Project, whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower and/or Developer with respect to the Project, so long as any of Borrower's and/or Developer's Liabilities remain unsatisfied.

4.13 Borrower And Developer Expressly Agree That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To The Borrower Until The Project Has Met All Environmental Clearance Requirements, As Evidenced By City's Receipt Of A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By The Borrower Or Developer Prior To Said R.O.F. Shall Be At Their Sole Risk, If H.U.D. Should Later Withdraw The U.D.A.G. Grant Fund.

4.14 The time frame for the beginning and completion of the Project shall be as specified in Exhibit F of the U.D.A.G. Grant Agreement, as amended from time to time.

4.15. All representations and warranties of Borrower and/or Developer, contained in this Agreement shall be true at the time of their respective executions of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

Section V. Inspection And Review.

5.1. Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the U.D.A.G. Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to the Project which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2 Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Project.

5.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall be as follows:

(a) For H.U.D.;

(b) For the City, until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Until the completion of all close-out procedures respecting the U.D.A.G. Grant and until the final settlement and conclusion of all issues arising out of the U.D.A.G. Grant Agreement.

Section VI. Certificate Of Completion.

Promptly after completion by Developer of each portion of the Project, the City will, upon written request of Developer, furnish Developer with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Developer, the City shall, within thirty (30) days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer to make or perform in order to obtain such certification.

Section VII. Restrictions On Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of providing moderately-priced hotel rooms.

Section VIII. Other Security Interests.

8.1 During the term of the Loan, Borrower or Developer may grant security interests in, or may otherwise encumber the Collateral and Additional Collateral so long as notice of such grants of interest is given to the City, and the grantee of any such grant consents to and acknowledges the superior rights of the City in the Collateral and/or Additional Collateral.

8.2 Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the Collateral to any use, or to construct any improvements on the Property.

Section IX. Events Of Default.

9.1 Borrower and/or Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("Monetary Default") or performance of any of the obligations or of any covenants or liabilities ("Non-monetary Default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower and/or Developer, proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) Developer, Borrower, or any guarantor of the indebtedness secured hereby is: (1) voluntarily adjudicated a bankrupt or insolvent, or (2) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part

of its property, or (3) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois, or (4) makes a general assignment for the benefit of creditors, or (5) makes an admission in writing of its inability to pay its debts generally as they become due; (e) any order, judgment or decree is entered upon an application of a creditor of Developer or Borrower by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Developer or Borrower, or approval of any petition filed against Developer or Borrower hereby seeking relief under any bankruptcy or other similar laws of the United States or any state and remains in force, undischarged or unstayed for a period of 60 days; (f) uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (g) a default of any Senior Financing which could permit a foreclosure by the Senior Lender.

9.2 If a Monetary Default shall have occurred and shall continue for ten (10) days after Developer's receipt of written notice thereof, the City without obligation to make further demand or presentment for payment shall have the right to exercise the remedies provided for in Section X hereof.

9.3 If a Non-monetary Default shall have occurred, the City shall send notice to Borrower and to Developer of such default. If such default is not cured within sixty (60) days after such notice then the City shall have the right to exercise the remedies provided for in Section X hereof; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Developer has commenced efforts to cure, then the time to cure shall be extended so long as it diligently continues to cure such default.

9.4 The time periods provided in Paragraphs 9.2 and 9.3 of this Agreement are herein referred to collectively as the "Cure Period".

Section X. Remedies.

Upon any default under Section IX above, and at any time thereafter (such default not having previously been cured within the applicable Cure Period), City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Developer's right of redemption in satisfaction of Developer's obligations as provided in the Code. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Developer's premises. City may require Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is

reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Developer at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the Developer at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, upon Developer's failure to meet its obligations pursuant to Exhibit E, Paragraph B., 2., following written demand therefor by the City, the City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of City so long as any part of the Developer's Liabilities remains unsatisfied; provided, however, all remedies available to the City under this Section X are subject to the rights of the Senior Lender.

Section XI. Acceleration Upon A Sale/Refinancing, Syndication.

Upon a sale, partial sale, exchange, transfer, sale under foreclosure, refinancing (except a refinancing pursuant to a call provision of the Senior Financing, syndication or other disposition of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys' or collection fees due and owing, (at the sole option of the City), shall become due and payable immediately upon written demand to Borrower by City; provided, however, that a syndication for purposes of raising Developer's equity shall not cause acceleration of the Loan under this Agreement, so long as the share of the Developer owned by its general partner does not fall below 5% as a result of such syndication.

Section XII. General.

12.1 No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Developer shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by both Borrower and Developer.

12.2 All rights of City to and under this Agreement and in and to the Collateral and/or the Additional Collateral, shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if City gives notice to Borrower and Developer of an assignment of said rights, upon such notice, the liability of Borrower and Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer shall set up

any claim against City as a defense counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that neither Borrower nor Developer shall waive hereby, any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

Section XIII. Housing And Urban Development Approval.

Until execution of the "close-out" agreement between the Secretary and the City, this Agreement shall not be amended in any material respect without the prior written approval of the Secretary. "Material", for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Senior Lender or Developer by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

Section XIV. Equal Employment Opportunity.

Developer and its successors and assigns, agree that during the term of the Loan:

14.1 Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex, national origin, age or physical handicap. Such plan shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

14.2 Developer will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age or physical handicap.

14.3 Developer and Borrower, where applicable, will include the provisions of Paragraphs 14.1 and 14.2 hereof in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

14.4 Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XV. No Assignment Or Succession.

No transfer of Loan funds by the City to Developer shall be, or be deemed to be, an assignment of U.D.A.G. Grant Agreement funds, and neither Borrower nor Developer shall succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant Agreement, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant Agreement.

Section XVI. Disclaimer Of Relationship.

Nothing contained in this Agreement or in the U.D.A.G. Grant Agreement, nor any act of the Secretary or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary or the City.

Section XVII. Conflict Of Interest.

All parties hereto agree to comply with the conflict of interest provisions found in 24 C.F.R. 570.611 which are hereby incorporated by reference.

Section XVIII. Limitation Of Personal Liability Of City.

Borrower and Developer expressly agree that no member, official, employee or agent of City shall be individually or personally liable to Developer, their successors or assigns for any actions by the City under this Agreement.

Section XIX. Time Of The Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

20.1 Developer shall erect a sign at the Project site which shall be consistent with criteria set by the United States Department of Housing and Urban Development, and furnished to Developer by the City.

20.2 All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If To City:

City of Chicago,
Department of Planning
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

City of Chicago,
Department of Law
Finance and Economic
Development Division
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If To Borrower:

LaSalle National Bank and Trust
Company
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Land Trust Division

If To Developer:

Tuscany Associates Limited
Partnership
1244 North Dearborn Street
Chicago, Illinois 60610
Attention: Arthur Slaven

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20.3 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

20.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20.5 This Agreement is executed by the Borrower, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby states that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the City, and by every person now or hereafter claiming any rights or security hereunder, that nothing contained herein, in the Note, or in the Mortgage securing this Agreement, shall be construed as creating any liability on said Trustee in its individual capacity, personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, contained in the Note, the Mortgage or this Agreement, all such liability, if any, being expressly waived; provided, however, this waiver shall in no way affect the liability of any guarantor of the Note, the Mortgage or this Agreement, nor any other person or entity executing the Note, the Mortgage, or this Agreement.

20.6 The general partners of Developer shall be unconditionally liable for completion of the Project, and thereafter shall be liable for repayment of the Loan solely to the extent of the assets in the Project.

20.7 The Parties Hereto Expressly Understand And Agree That This Agreement Must Be Approved By H.U.D. Pursuant To The U.D.A.G. Grant Agreement, As Amended, And That They Are Bound Hereby Only As To The Terms And Conditions Of This Agreement As Finally So Approved.

In Witness Whereof, the City of Chicago, Borrower and Developer have caused this Agreement to be duly executed and delivered as of the date first above written.

Exhibits A through F attached to this agreement read as follows:

Exhibit A.

1. The City agrees to the following:

City shall lend to Borrower \$500,000 of U.D.A.G. Grant funds for financing the Project.

2. Borrower and Developer agree to do the following, some of which may have been accomplished prior to the date of this Agreement:

(a) Developer shall complete the Project at a total cost of not less than \$5,650,000 of which not less than \$4,650,000 shall be private loan funds, not less than \$500,000 shall be Developer's equity funds, and not more than \$500,000 shall be Grant Funds.

(b) Borrower shall borrow from the Senior Lender not less than \$4,650,000 for financing the Project.

(c) Developer shall invest not less than \$500,000 cash equity in the Project.

(d) Borrower shall borrow from the City not more than \$500,000 of Grant Funds for financing the Project.

3. Guarantors shall unconditionally and irrevocably guarantee the completion of the Project within the time frame set forth in Exhibit F to the Grant Agreement.

4. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the U.D.A.G. Grant.

Exhibit B.

The terms and conditions of the Loan will be consistent with the following:

1. Interim Loan Period.

(a) Principal -- The principal amount of the Interim Loan shall be no more than \$500,000.

(b) Interest -- The interest rate shall be 7% per annum. Interest shall be computed monthly on all loan disbursements and shall be deferred and accrued.

(c) Disbursement/Ratio -- Loan disbursements shall be based on vouchers submitted by Developer, verified by the City, and certified by the architect, construction manager, or other certifying official as shall be acceptable to the City. All submissions by contractors of monthly requisitions shall be on A.I.A. Forms 702 and 703 or their equivalent.

(d) The following shall be required of Borrower or Developer as conditions precedent to disbursement of Loan proceeds:

(i) Developer shall certify to City and H.U.D. that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgage title insurance, in the full amount of the Loan, insuring that the City will be the holder of a second lien on the hereafter described security, free of encumbrances and other exceptions to title other than those approved in advance by the City, and not subordinated to any interest except the first lien of the Senior Lender (the "Senior Mortgage") in an amount not to exceed \$4,650,000 plus further advances by the Senior Lender which are invested in the Project and are required for its completion;

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate the City as an insured mortgagee; and

(iv) Borrower and Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive, from Borrower and/or Developer, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A request for Reimbursement, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics liens, Contractors and/or Subcontractors sworn statements of work completed to date;

(cc) Certification by Developer's architect and/or engineer, of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Developer's affidavit of Private Funds (defined as Developer's cash equity plus Senior lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made upon the submission of Developer to City of original duly executed copies of the items set forth in Sub- paragraphs (aa) through (dd) of this Paragraph (iv); a certification letter from the Company authorizing the City to disburse Loan proceeds, and a letter of direction as to whom said disbursement should be made, and shall be on the basis of a percentage of work completed and in

place, a stage basis, a voucher and paid receipts basis, or any combination of the same; and

(ff) Loan disbursements shall be made only in an amount which, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$4.53 of countable private funds expended by Developer for the Project; thus, for every \$5.53 of funds expended on the Project, not more than \$1.00 will be U.D.A.G. funds and not less than \$4.53 will be countable private funds. All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary and the Secretary has authorized the City to draw down such funds from its Letter of Credit.

(v) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary and the Secretary has authorized the City to draw down such funds from its Letter of Credit.

(vi) Loan disbursements shall be made on the following basis:

(aa) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect and/or Engineer, Developer and the City payment shall be for 90% of such work completed, with a 10% holdback. Upon completion of 50% of the Project, as certified, one-half of the aggregate holdback to that date shall be first credited against the holdbacks applicable to the remaining reimbursement requests pursuant to Paragraph (bb) below, and the remainder, if any, shall be refunded to Borrower.

(bb) After 50% of the Project is completed pursuant to Paragraph (aa) above, all disbursements of the Loan shall be for 95% of the work completed to date, with a 5% holdback of the remainder.

(cc) Upon substantial completion of the Project as certified and approved by the Project Architect and/or Engineer, Developer and the City, all holdback funds shall be released to Borrower.

2. Permanent Loan Period.

(a) Term -- Term of the U.D.A.G. Permanent Loan shall be 5 years commencing upon completion of construction, but in no event later than February 1, 1988.

(b) Principal -- The principal of the Permanent Loan shall be the amount disbursed under the Interim Loan plus any interest accrued during the term of the Interim Loan.

(c) Interest -- The interest rate shall be 7% per annum.

(d) Repayment -- Interest payments shall be deferred and accrued in years 1 through 2 and shall be added to the principal balance of the Permanent Loan at the close of each loan year during the accrual period. Thereafter, repayment of principal and interest shall be made in monthly installments in accordance with a 20-year amortization schedule during the remaining 3-year term of the Permanent Loan, and a balloon payment sufficient to pay off the entire outstanding indebtedness of principal, interest and accrued interest shall be

made at the maturity of the Permanent Loan. The Permanent Loan will have one five-year rollover period if the property is refinanced at the original amount of the Senior Mortgage. If the property is refinanced for more than the Senior Mortgage amount, the Permanent Loan will become due and payable.

3. Contingent Interest/Participation in Cash Flow -- Borrower shall cause Developer to pay to the City for a period of time equal to the Term of the Permanent Loan 25% of the Net Annual Cash Flow of the Project, after the investors have received a 15% cash-on-cash return on their cash equity invested in the property on a non-cumulative basis. "Net Annual Cash Flow" means all operating income and receipts of the Project less debt service on the Senior Mortgage and the Permanent Loan, real estate taxes and reasonable operating expenses (including a management fee not to exceed 5% of operating income) allowable for Federal income tax purposes, excluding reserves for capital improvements, depreciation and other non-cash items. Participation payments shall be due within 90 days of the end of the operating year of the Project.

4. Participation in Sale or Refinancing -- Borrower shall cause Developer to pay to the City 10% of the Net Proceeds from any sale or disposition in whole or part of the Project or from any syndication or refinancing, except refinancing allowed pursuant to a call and/or takeout provision in the Senior Mortgage. "Net Proceeds" shall be defined as all proceeds received less (1) repayment of the Senior Mortgage (if applicable), (2) repayment of the Loan, (3) Developer's documented reasonable costs of sale or refinancing, and (4) repayment of documented Developer equity contributed to the Project. Any sale, partial sale, or refinancing shall not cause the percent contingent interest/participation of Net Annual Cash Flow described in paragraph 3 hereinabove to be discontinued.

5. Sale/Refinancing -- The entire balance of the outstanding principal of the Loan, and all accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Developer, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Project Site, improvements and/or capital equipment situated thereon.

6. Participation in Syndication -- The City shall be entitled to receive 35% of the Excess Syndication Proceeds from the Project in the event of a sale or other transfer by the developer to a limited partnership in which the Developer retains any direct or beneficial interest, which transfer occurs during the term of the Loan or within 12 months after prepayment under paragraph 8. "Excess Syndication Proceeds" is defined as the aggregate amount of "Net Syndication Proceeds" either owned to or received by the general partner(s) from the limited partner investor(s) that results in a surplus of receipts not needed or required to complete the Project and which is in excess of the cash equity requirement called for under Paragraph (c) of Exhibit C and Paragraph (a) of Exhibit E of the Grant Agreement.

"Net Syndication Proceeds" is defined as gross syndication proceeds less allowable deductions for legitimate arms-length, third party costs of the syndication which are actually incurred such as legal, accounting, closing, printing, syndication fees, brokerage, marketing and such other reasonable, allowable and necessary legitimate, arms-length, third party costs and deductions of the said syndication.

7. Guarantee -- The completion of the activities pertaining to Developer described in paragraph 2 of Exhibit A of this Agreement shall be unconditionally and irrevocably guaranteed by the Guarantor.

8. Prepayment -- Prepayment may occur at any time after the 5th Permanent Loan year, provided Developer pays the full amount of the Loan plus any accrued interest and the Developer buys out the Recipient's participation, if any, in the Project by imputing a sale at fair market value as determined by two M.A.I. appraisers (one selected by the City) and using the formula for distribution of Net Proceeds upon sale or refinancing as set forth in paragraph 4 above.

9. Annual Accounting -- Developer shall deliver a statement to the City from an independent Certified Public Accountant, in accordance with generally accepted accounting principles consistently applied, and certified by Developer's general partner, within 90 days of the close of each operating year during the Term of the Permanent Loan, setting forth:

- (a) Operating Income and receipts of the Project;
- (b) Operating Expenses (specifying which expenses are allowable for Federal income tax purposes);
- (c) Net Annual Cash Flow;
- (d) Developer equity invested in the Project;
- (e) Net Proceeds, if applicable;
- (f) Gross Syndication Proceeds, if applicable;
- (g) Net Syndication Proceeds, and a statement of the allowable deductions from gross syndication proceeds used to determine Net Syndication Proceeds, in accordance with subsection (6) above, if applicable;
- (h) Excess Syndication Proceeds, if applicable;
- (i) The amount of the participation in Net Annual Cash Flow, Net Proceeds and Excess Syndication Proceeds due to the City.

Pursuant to Paragraphs 4 and 6 above, Developer shall submit to City within 5 working days of closing of the transaction, a statement prepared by a Certified Public Accountant, setting forth the Net Proceeds and/or Excess Syndication Proceeds due and owing the City, along with a check in the amount therefor. In addition, Developer shall provide to the City within 90 days following the close of Developer's fiscal year immediately succeeding the aforesaid transaction, an annual financial statement prepared by a Certified Public Accountant in accordance with generally accepted accounting principles consistently applied. Upon review of the aforesaid annual financial statement, the parties hereto shall make any adjustments of monies owed, as may be necessary.

10. Developer shall provide certification from a banking institution acceptable to the City and H.U.D., or shall provide such other evidence acceptable to the City and H.U.D., or shall provide such other evidence acceptable to the City and H.U.D. to show that cash or liquid assets of not less than \$500,000 are available or irrevocably committed to Developer and are sufficient to complete the Project. Such certification shall identify the kinds of assets and the nature of the irrevocable commitment.

11. Jobs and Investment Reporting -- During the term of this Agreement, Borrower shall provide necessary data and information related to private investment and jobs.

12. Time Frame for Completion -- The project shall be completed in accordance with the time frame specified in Exhibit F of the U.D.A.G. Grant Agreement as amended from time to time.

Exhibit C.

The Loan made pursuant to this Agreement shall be secured by the following:

1. Real Property -- A second mortgage or deed of trust in favor of the City upon all land, buildings, fixtures, equipment, and other assets of the Developer comprising the Project. The security position of the City may be subordinated to the Senior Mortgage security interest of the Senior Lender in an amount not to exceed \$4,650,000 plus further advances by the Senior Lender which are invested in the Project and are required for its completion.

The deed of trust or mortgage shall also contain standard provisions to protect the interest of the second mortgagee, including, for example, a provision that a default under the Senior Mortgage which could permit a foreclosure by the Senior Lender shall constitute a default under the second mortgage and the unpaid principal balance and interest of the Loan shall become immediately due and payable.

2. Personal Property -- A grant of security interest in all personal property of Borrower and Developer which is used and useful in the Project, whether now owned or hereafter acquired and subordinated only to an interest granted to the Senior Lender. Accordingly, Borrower and Developer shall execute financial statements (UCC-1 and UCC-2) in a form acceptable to the City.

3. Completion of the Project shall be personally guaranteed by the Guarantors.

Exhibit D.

1. The City shall lend the sum of \$500,000 to Borrower, for the benefit of Developer, for renovation of the Property.

2. Senior Lender shall lend at least \$4,650,000 to Borrower for the purpose of acquisition and renovation of the Property.

3. Developer shall provide not less than \$500,000 in equity funds for renovation of the Property.

Exhibit E.

A. The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the Project, utilizing U. S. Department of Labor Form 308, or equivalent.

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the Project, utilizing U. S. Department of Housing and Urban Development Form H.U.D.-1421 (6-75) or equivalent.

B. The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the Loan:

1. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

Exhibit F.

Legal Description:

To Be Supplied Prior To Closing.

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN
SETTLEMENT AGREEMENT OR ENTER INTO
CONSENT ORDER.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled *Kulyk v. City of Chicago*, 81 L 3726, in the amount of \$350,000.00.

On motion of Alderman T. Evans, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 41.

Nays -- Aldermen Krystyniak, Cullerton -- 2.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

EXECUTION OF AGREEMENT WITH CHICAGO AND NORTH
WESTERN TRANSPORTATION COMPANY FOR
IMPROVEMENT OF VIADUCT STRUCTURE
ON PORTION OF WEST
NORTH AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the Chicago and North Western Transportation Company for improvement of a viaduct structure on portion of West North Avenue.

On motion of Alderman T. Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Mayor is authorized to accept, the City Clerk to attest, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an Agreement between the City of Chicago, a municipal corporation of the State of Illinois and the Chicago and North Western Transportation Company for the improvement of the viaduct structure in North Avenue, said Agreement to be substantially in the following form:

[Agreement immediately follows Section 3 of this ordinance.]

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of the Division of Highways.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

Agreement attached to this ordinance reads as follows:

Agreement.

This Agreement made and entered into as of _____ by and between the City of Chicago, a municipal corporation hereafter referred to as the "City", and the Chicago and North Western Transportation Company, hereinafter referred to as "C.N.W.", and the Commuter Rail Division of the Regional Transportation Authority, the Northeast Illinois Regional Commuter Railroad Corporation, a municipal corporation hereinafter referred to as "METRA" sometimes hereinafter collectively referred to as "Railroads".

Witnesseth:

Whereas, North Avenue Grade Separation as presently located and constructed in the City of Chicago carries C.N.W. commuter rail and freight rail traffic over North Avenue by means of a railroad grade separation at a location between the Kennedy Expressway (I-90, 94) and Elston Avenue; and

Whereas, the said grade separation was originally built by the C.N.W.; and

Whereas, City has received a grant from the Federal Highway Administration (the "Grant") for the purpose of constructing a replacement for the bridge located on Railroad's north line at North Avenue and the Kennedy Expressway (the "New Bridge") in the City of Chicago; and

Whereas, C.N.W. previously maintained the existing bridge which the New Bridge will replace; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to remove and reconstruct the said grade separation structure, substantially as shown on the contract plans and described in the specifications as prepared by the City; and

Whereas, the Grant requires that the New Bridge must be owned by a public agency; and

Whereas, City is unwilling to hold title to the New Bridge; and

Whereas, METRA is willing to accept the title to the New Bridge and to such easements as may be required for support of such New Bridge, but only on the condition that METRA incurs no liability or expense whatsoever beyond that maintenance expense which it otherwise might agree to reimburse pursuant to such purchase of service agreements as may be in effect with C.N.W. from time to time.

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. The Railroads agree to the extent of their right, title and interest to permit the removal, reconstruction and maintenance of the existing railroad grade separation structure without compensation other than the performance of this contract by the City.

The C.N.W. further agrees to grant permission to the City to store materials and equipment to be used in connection with the work on property of the C.N.W. at such locations and at such times as shall be designated by the Chief Engineer of the C.N.W., provided that no such storage shall interfere with the operations of the C.N.W. or any of the railroads using its property.

The C.N.W. also grants to the City a right of entry at the track level over the C.N.W. property for the purpose of performing the work hereunder in such manner as shall not unduly interfere with the operations of the C.N.W. or any railroad using the property of the C.N.W.

Section 2. The City shall secure or cause to be secured, without expense to the Railroads, all other rights or property required for or incidental to the construction of the railroad grade separation structures and the highway approaches thereto, excepting that provided for in Section 1 above.

Section 3. The preliminary and detailed plans, specifications and special provisions for removal of the existing structure and for the reconstructed railroad grade separation structures and all highway appurtenances, shall be prepared by or for the City, and all such plans, specifications and special provisions shall be subject to approval by an authorized representative of each Railroad.

Section 4. No change shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of all parties.

Section 5. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

(1) Work By The City. The City shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete the following:

- (a) The preliminary engineering and special provisions as set forth in Section 3 above.
- (b) The removal and reconstruction of the existing railroad grade separation structure.
- (c) The construction engineering incidental to the work performed hereunder by the City.
- (d) Incidental work necessary to complete the items herein specified.

The City's work shall be awarded to a competent and experienced contractor who has adequate equipment, organization and finances, and the Railroads shall be notified of the contractor receiving such award.

(2) Work By The C.N.W. C.N.W. shall furnish or cause to be furnished at the entire expense of the City all of the labor, materials and work equipment at the total estimated cost of \$600,000.00 as required to perform and complete the following:

- (a) All temporary and permanent alterations or relocation of the tracks. This work shall include the furnishing and placement of ballast, ties, rails and other track materials.
- (b) All temporary and permanent alterations or relocation of communication and signal wire lines, signals and railroad appurtenances, on its right-of-way.
- (c) Incidental work necessary to complete the items herein above specified.
- (d) Furnish flagmen for the duration of the project.
- (e) Payment for this work will be made from Fund No. 456-6279-005.

All work shall be performed in compliance with the Federal Aid Highway Program Manual, the Civil Rights Act of 1964 and the Illinois Fair Employment Practices Act.

Section 6. The City shall require its contractor (or contractors) to perform their work in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction" and all applicable Illinois Commerce Commission orders in effect on the date of invitation for bids.

The C.N.W. shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection during the grade separation reconstruction project while any work is being performed within the C.N.W. right-of-way.

The C.N.W. shall have control and direction of said personnel during the progress of the work, but City shall require its contractors to assume the entire risk and responsibility for said flagmen or other personnel. The City shall reimburse the C.N.W. for the cost of said flagmen or other personnel.

Section 7. The City shall require its contractors to indemnify and save harmless the Railroads, from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part, out of or in connection with the performances of any of the work on the removal and reconstruction of said grade separation. The foregoing provisions of this section shall not apply when such damages, costs and expense are caused by the sole negligence of either the C.N.W. or METRA.

Section 8. The City further agrees to provide or require its contractor or contractors to provide each Railroad with Railroad Protective Liability Insurance, providing for all damages arising out of bodily injuries to, or death of any person or persons subject to that limit for each person, as follows:

Chicago and North Western Transportation Company

(a) Bodily Injuries and Death Coverage

Each Person:	\$2,000,000.00
Each Occurrence:	\$6,000,000.00

(b) Property Damage Coverage

Each Occurrence:	\$2,000,000.00
Aggregate:	\$6,000,000.00

Northeast Illinois Regional Commuter Railroad Corporation

(a) Bodily Injuries and Death Coverage

Each Person:	\$2,000,000.00
Each Occurrence:	\$6,000,000.00

(b) Property Damage Coverage

Each Occurrence:	\$2,000,000.00
Aggregate:	\$6,000,000.00

The insurance requirements for the Railroads as set forth above shall be taken out in the name of and on behalf of each Railroad Company and other railroads which from time to time may operate over or use their property.

The City shall furnish each Railroad Company, duplicate originals or certified copies of policies of such insurance. A copy of the Letters of Transmittal to the Railroad Companies shall be forwarded to the City Engineer, Louis Koncza, Bureau of Engineering, Room 700, 320 North Clark Street, Chicago, Illinois 60610, and these requirements shall be complied with before any work on the project is started. Such insurance shall remain in full force and effect during the period of construction and until completion and acceptance of the work under this contract and thereafter as respects, occurrences and losses which are caused or occur within the period aforementioned.

Section 9. Subsequent to the award of any contract (or contracts), and before any work is started on this project, a conference shall be held between the representatives of the City, the Railroads, and the interested contractor (or contractors), at a time and place as designated by the City's representative, for the purpose of coordinating the work to be performed by the several parties and at which time a schedule of operations will be adopted.

Section 10. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the City. The costs as incurred by the Railroads for inspecting the work performed by the City as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the City.

Section 11. The existing vertical and lateral clearance with reference in the C.N.W. tracks, of any necessary falsework, bracing or forms as required for the reconstruction of the grade separation, shall not be reduced, during construction or thereafter.

Section 12. C.N.W. agrees to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incident thereto, arising out of the work to be performed solely hereunder by the C.N.W., and caused solely by the negligence of the C.N.W., or any contractor for the C.N.W., or their respective offices, agents or employees, but only to the extent of each of those parties individual negligence.

Section 13. The City shall require its contractor or contractors before entering upon the C.N.W. right-of-way for performance of any construction work, or work preparatory thereto, to secure permission from the authorized representative of the C.N.W. for the occupancy and use of the C.N.W. right-of-way outside the limits of the highway overpass structure, and to confer with him relative to the requirements for railroad clearances, operation and general safety regulations.

Section 14. The safety and continuity of operation of traffic of the C.N.W. shall be at all times protected and safeguarded, and all work that may affect the property, tracks or operations of the C.N.W. shall be performed at such times and in such manner as shall be approved by the Chief Engineer of the C.N.W. or his authorized representative, and be performed in a manner to minimize interference with operation of the C.N.W. The approvals of the C.N.W.'s authorized representative shall not be considered as a release from responsibility, or liability for any damage which the C.N.W. may suffer, or for which it may be held liable by the acts of the contractor or those of his subcontractor, or his or

their employees. The C.N.W. agrees that it will not unduly delay the City, its contractors or subcontractors performing said work. The City will not permit any materials or equipment to be stored closer than ten feet from the nearest rail of any track and the City shall require this limitation from its contractors.

C.N.W. must not be committed to doing work between November 1 and April 1 when manpower is not readily available and ballast is usually frozen.

City and contractors should be required to maintain and/or erect fencing at construction site as necessary to prevent access to right of way by trespassers and/or vandals.

Section 15. The City shall require its contractor (or contractors) upon completion of their work to remove from within the limits of the C.N.W.'s right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor and to leave the right-of-way upon which the said contractor carried on operations in a neat condition, satisfactory to the authorized representative of the C.N.W.

Section 16. When the reconstruction of this grade separation project is completed METRA shall maintain at its expense, or by agreement with others, provide for the maintenance of the entire structure including retaining walls, abutments and steel superstructure. The roadway and approaches including drainage structures, street lighting and sidewalks shall be maintained by the City.

The C.N.W. for performance of its work as outlined in Section 5 (2) hereof, may bill the City monthly, in sets of 4, for the costs and expenses it has incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The C.N.W., upon completion of its work, shall render to the City a detailed statement, in sets of 4, of the actual cost and expense as incurred by or for its account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the C.N.W.'s representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse the C.N.W. for ninety-five (95) percent of the amount as agreed upon; such reimbursements, however, are subject to the provisions of Section 18, as set forth herein.

After the federal or state representatives have audited the expense as incurred by the C.N.W., including such items of expense as may have been suspended from any previous payment, the City shall promptly reimburse the C.N.W. for the retained percentages and suspended items of expense less the deduction of any item of expense as may be found by the Federal or State representatives as not being eligible for reimbursement. If the total of the items of expense as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the C.N.W. shall promptly reimburse the City for the overpayment.

Section 18. It is understood that the project contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and

procedure in general, and this also includes Federal regulations 49 C.F.R. 23.43 (a) and (c), relating to Minority Business Enterprises.

Section 19. The City and C.N.W. hereby transfer all right, title and interest in, and waive any claim of ownership in or to the said grade separation structure now or hereafter existing over North Avenue, between the Kennedy Expressway (I-90, 94) and Elston Avenue and agree to grant to METRA such easements as may be required for support of said structure.

Section 20. This Agreement shall be subject to all the nonconflicting conditions set forth in the "Standard Provisions for Highway-Railroad Agreement".

Section 21. This Agreement shall become effective only after its approval by the Illinois Department of Transportation and, to the extent legally required, after approval by the Illinois Commerce Commission.

Section 22. The invalidity or unenforceability of any provisions of this contract shall not affect or impair any other provision.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS AND
CANCELLATION OF EXISTING WATER RATES FOR
CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred (October 30 and November 4, 1987) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman T. Evans, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

FREE PERMITS.

Broadway United Methodist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Broadway United Methodist Church, for the construction of a driveway, disconnection to two water services, water service and remote meter head and electrical installations on the premises known as 3344 North Broadway.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Westside Habitat For Humanities.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation the following not for profit organization, shall be exempted from payment of permit fee from the Department of Inspectional Services for the new construction of the building at 5744 West Midway Park:

Westside Habitat for Humanities,
367 North Karlov Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

CANCELLATION OF EXISTING WATER RATES.

Association Of Jewish Blind Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of \$505.61, charged to the Association of Jewish Blind of Chicago, 3525 West Foster Avenue, Account 8-0075-00-1479-5.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Chicago Historical Society
(1601 North Clark Street).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$870.09, charged against the Chicago Historical Society, 1601 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Chicago Historical Society
(4853 North Ravenswood Avenue).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$174.94, charged against the Chicago Historical Society, for the premises at 4853 North Ravenswood Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

**CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance to which had been referred on October 30 and November 4, 1987, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Chicago Historical Society 4853 North Ravenswood Avenue	A1-705232 (Elev.)	\$60.00
Copernicus Civic Center 5216 West Lawrence Avenue	A1-707230 (Elev.)	30.00
McCormick Theological Seminary 5555 South Woodlawn Avenue	A1-706238 (Elev.)	30.00
	B1-720841 (Bldg.)	34.50
	R1-704885 (Drwy.)	50.00

On motion of Alderman T. Evans, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

UNIVERSITY OF CHICAGO HOSPITALS EXEMPTED FROM
PAYMENT OF PERMIT AND LICENSE FEES
FOR YEAR 1988.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The University of Chicago Hospitals, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, Ellis Avenue on the east, 59th Street on the south and Cottage Grove Avenue on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the University of Chicago Hospitals for the year 1988.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for the issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year, but in no event beyond December 31, 1988.

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

HYDE PARK COMMUNITY HOSPITAL EXEMPTED FROM
PAYMENT OF PERMIT AND LICENSE FEES
FOR YEAR 1988.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Hyde Park Community Hospital, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, Stony Island Avenue on the east, 59th Street on the south and I.C.G. Railroad embankment on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the Hyde Park Community Hospital for the year 1988.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all the appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for the issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1988.

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular order printed on page 6086 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set

opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party order printed on page 6087 of this Journal.]

Re-Referred -- ALLOCATION OF MOTOR FUEL TAX FUNDS
AUTHORIZED FOR RESIDENTIAL STREET RESURFACING,
WIDENING AND CONSTRUCTION OF AVONDALE
AVENUE AT 3500 NORTH.

The Committee on Finance submitted a report recommending that the City Council re-refer a proposed ordinance transmitted therewith, authorizing the allocation of Motor Fuel Tax Funds for residential street resurfacing, widening and construction of North Avondale Avenue from North Kimball Avenue to North Drake Avenue.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-referred to the Committee on the Budget and Government Operations* by yeas and nays as follows:

Yeas -- Aldermen Roti, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON THE BUDGET AND GOVERNMENT
OPERATIONS.

TRANSFER OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR YEAR XIII FROM HOUSING REHABILITATION
PROGRAM TO EMERGENCY HOUSING
ASSISTANCE PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

(Continued on page 6088)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/10/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOWENS	LEON	POLICE OFFICER	SECOND DISTRICT	8/03/78 20.00
BRUNKELLA	JAY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/86 2500.00
CAPERS	JOHN R	POLICE OFFICER	SECOND DISTRICT	11/05/85 125.00
DAUSINAS	DONALD D	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/17/87 85.00
GLAVIANO	PAMELA L	POLICE OFFICER	RECRUIT TRAINING	12/26/86 785.00
HEIDEMANN	FRED G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/02/87 104.00
KELLY	FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77 40.00
KINNALLY	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	12/16/86 336.00
MARTINEK	RICHARD J	POLICE OFFICER	TWENTIETH DISTRICT	6/19/87 167.00
MCNAMAHON	KATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87 1574.00
NASH	THOMAS	POLICE OFFICER	RECRUIT TRAINING	7/13/87 245.90
STICH	MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	7/03/87 28.00
TREMAINE	TIMOTHY	POLICE OFFICER	TRAINING DIVISION	3/27/87 121.00
WIESINGER	MAJA	POLICE OFFICER	FOURTEENTH DISTRICT	7/04/87 81.00
AGUIRRE	RUDY	PARAMEDIC	AMBULANCE 34	6/16/85 413.00
BIVER	JACQUELINE	PARAMEDIC	AMBULANCE 39	2/02/87 84.75
BUSH	RICHARD	ENGINEER	ENGINE COMPANY 44	9/22/86 258.00
CRAVEN	JEROME	FIREFIGHTER	TRUCK 40	3/05/87 70.00
DELISA	FRANK	PARAMEDIC	AMBULANCE 22	4/13/87 2143.80
FLYNN	LARRY	FIREFIGHTER	SQUAD 4	4/02/85 165.00
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71 207.00
MCSWEENEY	JAMES	PARAMEDIC	AMBULANCE 38	4/20/87 334.00
MUELLER	ROBERT G	ENGINEER	ENGINE COMPANY 124	4/12/85 175.00
SLOYAN	ANDREW	CAPTAIN	BATTALION 14	5/27/87 50.00
TRINIDAD	JAMES	PARAMEDIC	AMBULANCE 34	3/04/85 232.25
TUMPICH	JOHN	CAPTAIN	BATTALION 23	11/13/86 324.00

11/10/87

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/10/87

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BORVAN	ROBERT C	POLICE OFFICER	3/12/87	601.00
EVELAND	GARFORD	POLICE OFFICER	7/29/73	192.00
LEGITTINO	THOMAS E	POLICE OFFICER	3/15/87	229.00
ORAHOOD	DIETER	POLICE OFFICER	10/04/86	408.00
RIECK	JUDITH G	POLICE OFFICER	5/18/87	269.00
TRIBE	JOHN M	POLICE OFFICER	1/12/87	2702.42
WILLIAMS	FRANCESA	POLICE OFFICER	3/29/87	418.00
AGUIRRE	RUDY	PARAMEDIC	7/14/82	405.00
CECICH	MICHAEL	PARAMEDIC	3/21/86	109.00

(Continued from page 6085)

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,250,000 of Community Development Block Grant funds under the Emergency Housing Assistance program through which low interest loans are provided to pay for the cost of building repairs needed to correct conditions which present a threat to the health and safety of owners and tenants; and

WHEREAS, The Commissioner of the Department of Housing requests an additional \$100,000 in funds for the Emergency Housing Assistance program to increase the total budget to \$1,350,000; and

WHEREAS, The Commissioner of the Department of Housing has identified \$100,000 as available within the Year XIII Community Development Block Grant Budget for the Housing Rehabilitation program; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The sum of \$100,000 of Community Development Block Grant funds be reprogrammed to the Year XIII Emergency Housing Assistance program from the Year XIII Housing Rehabilitation program under the Department of Housing.

SECTION 2. This resolution shall be in force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS FOR YEAR XI FROM HOUSING REHABILITATION
PROGRAM TO EMERGENCY HOUSING
ASSISTANCE PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution transmitted therewith:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,500,000 of Community Development Block Grant funds under the Emergency Housing Assistance program through which low interest loans are provided to pay for the cost of building repairs needed to correct conditions which present a threat to the health and safety of owners and tenants; and

WHEREAS, The Commissioner of the Department of Housing requests an additional \$185,000 in funds for the Emergency Housing Assistance program to increase the total budget to \$1,685,000; and

WHEREAS, The Commissioner of the Department of Housing has identified \$185,000 as available within the Year XI Community Development Block Grant Budget for the Housing Rehabilitation program; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The sum of \$185,000 of Community Development Block Grant funds be reprogrammed to the Year XI Emergency Housing Assistance program from the Year XI Housing Rehabilitation program under the Department of Housing.

SECTION 2. This resolution shall be in force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
DEPARTMENT OF FINANCE-GENERAL.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Account	Number	Amount
Claims under Workers' Compensation Act	100-99-2005-0049	\$200,000

TO:

Account	Number	Amount
For payment of claims for hospital and medical expenses of city employees injured while in the performance of their duties who are not included in the provisions of the Workers' Compensation Act, as may be ordered by the City Council	100-99-2005-0937	\$200,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds for the payment of hospital and medical expenses of sworn police and fire personnel.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
OFFICE OF BUDGET AND MANAGEMENT.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services Salaries and Wages	100	05-2005	.0005	\$25,000

TO:

Purpose	Fund	Code Department	Account	Amount
Contractual Services Technical Meeting Costs	100	05-2005	.0169	\$25,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Office of Budget and Management for the remainder of the year 1987.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED
WITHIN DEPARTMENT OF SEWERS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Purpose	Fund	Code	Account	Amount
		Department		
Personal Services	314	89-2005	.0005	\$1,500
Wages and Salaries				

TO:

Purpose	Fund	Code Department	Account	Amount
Travel	314	89-2005	.0245	\$1,500
Reimbursements to Travelers				

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Sewers for the remainder of the year 1987.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED FROM
DEPARTMENT OF SEWERS TO DEPARTMENT OF
FINANCE-GENERAL.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	314	89-2005	.0005	\$1,551,000
Wages and Salaries				

TO:

Purpose	Fund	Code Department	Account	Amount
Specific Purposes --				
Financial	314	99-2005	.0903	\$551,000
Interest on				
Wastewater				
Transmission Revenue				
Bonds				

Specific Purposes --

Financial	314	99-2005	.0910	\$1,000,000
Redemption of				
Wastewater				
Transmission Revenue				
Bonds				

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City of Chicago under the Wastewater Transmission Refunding and Improvement Bond, Series 1986, Agreement for the remainder of the year 1987.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
CITY COUNCIL COMMITTEE ON COMMITTEES,
RULES AND ETHICS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personal Services	100	15-2045	.0000	\$2,500

TO:

Purpose	Fund	Code Department	Account	Amount
Contractual Services	100	15-2045	.0100	\$2,500

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Committees, Rules and Ethics for the remainder of the year 1987.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AMENDATORY ORDINANCE CONCERNING ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR 1987
STREET LIGHT ENERGY COSTS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance adopted by the City Council on July 15, 1987 (C.J. p. 2250) increasing the allocation of Motor Fuel Tax Funds for 1987 Street Light Energy Costs is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the additional sum of \$2,531,657 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for [Traffic] *Street Light Energy Costs, [Citywide] citywide* for the period from January 1, 1987 and ending December 31, 1987, in addition to the sum of \$3,646,105 previously allocated for said purpose. The total allocation for said purpose is \$6,177,762.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Bloom, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS
AT SUNDRY LOCATIONS.

The Committee on the Budget and Government Operations submitted two proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders, authorizing the installation of water mains at sundry locations.

On separate motions made by Alderman Bloom, each of the said proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Leland Avenue, from North Sheridan Road to North Clarendon Avenue: 1,283 feet of 8-inch ductile iron water main, at the total estimated cost of \$159,184.79 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00604.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Lytle Street, from West Lexington Street to West Cabrini Street: 510 feet of 12-inch ductile iron water main, at the total estimated cost of \$72,547.37 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00605.

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass forty-five proposed ordinances transmitted therewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale City-owned vacant property at sundry locations.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

1900 West 59th Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 19 in Subdivision of Blocks 1 to 8 inclusive in John B. Lyons Subdivision of the West half of the Northeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (except the North 134 feet of Blocks 1 and 2 and the North 60 feet of the South 350 feet of Blocks 7 and 8 thereof) in Cook County, Illinois (commonly known as 1900 West 59th Street, Permanent Tax No. 20- 18-225-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1412 West Huron Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 6 in Bickerdike's Addition to Chicago, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1412 West Huron Street, Permanent Tax No. 17-08-110-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

6238 South Indiana Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 49 feet of Lot 7 (except the East 17 feet thereof taken for widening Indiana Avenue and also except the West 8 feet thereof taken for alley) in Nash, Rankin and Gray's Subdivision of the South 27 acres of the Southwest quarter of the Southwest

quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6238 South Indiana Avenue, Permanent Tax Nos. 20-15-314-075 and 20-15-314-058).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

5800--5804 West Lake Street/432--436 North Menard Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 106.5 feet (measured on the East line and lying South of a line drawn at right angles to the said East line) of Lot 381 in Austin's subdivision of Block 14 in Austin's 2nd addition to Austinville in Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5800--5804 West Lake Street/432--436 North Menard Avenue, Permanent Tax No. 16-08-225-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

747--749 West 70th Street/7001 South Halsted Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 45 and 46 in Block 5 in Beck's Subdivision of the Southwest quarter of the Southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 747--749 West 70th Street/7001 South Halsted Street, Permanent Tax No. 20-21-321-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4227 South Champlain Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 50 feet of Lot 23 in Margaret Johnston's Subdivision of the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4227 South Champlain Avenue, Permanent Tax No. 20-03-225-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

337 South California Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in William H. Haase's Subdivision of the South 1/2 of Lots 1 and 2 in Block 3 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 337 South California Avenue, Permanent Tax No. 16- 13-223-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1647--1649 North Winchester Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Units 1, 2, 3, 4, 5, and 6 in the Winloft Condominiums, together with an undivided 100 per cent interest in the common elements as defined and delineated in the declaration recorded as Doc. No. 25636399 in Lots 65 and 66 in Block 36 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1647--1649 North Winchester Avenue, Permanent Tax No. 14-31-425-052 (Units 1001 to 1006)).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4531--4533 North Keokuk Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 19 and 20 in Block 19 in Miller's Irving Park Addition, being Lots 2, 3, 4, 5, 6, 16, 17, 18, 19, 20 and part of the Southeast 1/2 and part of Northwest 1/2 of Lot 21 of the Northeast 1/4 of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4531--4533 North Keokuk Avenue, Permanent Tax No. 13-15-224-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3121--3123 West Fifth Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 9 and 10 in the Subdivision of Lots 1 to 11 in Block 3 in Willis G. Jackson's Resubdivision of Blocks 2 and 3 in Derby & Wallace's Subdivision of that part South of Barry Point Road of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3121--3123 West Fifth Avenue, Permanent Tax Nos. 16-13-113-003 and 002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4219--4227 West Fifth Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 7, 8 and 9 in Block 1 in Webster Batcheller's Subdivision of part of the Southeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4219--4227 West Fifth Avenue, Permanent Tax No. 16-15-409-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3314 West Fifth Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 60 in Kimball's Subdivision of the West half of the Northeast quarter of the Northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3314 West Fifth Avenue, Permanent Tax No. 16-14-210-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3011 West Fifth Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Francis B. Little's Resubdivision of Block 1 in Derby and Wallace's Subdivision of that part South of Barry Point Road of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3011 West Fifth Avenue, Permanent Tax No. 16-13-115-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

*1600--1602 South Christiana Avenue
3341--3345 West 16th Street.*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in the resubdivision of Block 12 in Circuit Court Partition of the East half of the Northeast quarter and that part of the East half of the Southeast quarter lying North of the center of Ogden Avenue in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1600--1602 South Christiana Avenue/3341--3345 West 16th Street, Permanent Tax No. 16-23-404-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2256--2258 West North Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 20 and 21 in Block 1 in W. J. Johnson Subdivision of that part of Lot 5 and of the South 33 feet of Lot 3 of the Assessors Division of unsubdivided lands in the South half of the South west quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, lying between Leavitt and Oakley Streets, in Cook County, Illinois (commonly known as 2256--2258 West North Avenue, Permanent Tax No. 14-31-328-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1715 South Newberry Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West 83 feet of Lot 36 in George Roth Subdivision of Block 17 in Assessor's Division of the North 1/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1715 South Newberry Avenue, Permanent Tax No. 17-20-426-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4301--4303 West Monroe Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 2 in Gunderson & Gauger's Addition to Chicago in Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4301--4303 West Monroe Street, Permanent Tax No. 16-15-204-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3418 South Calumet Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Subdivision of part of Block 2 in Dyer & Davisson's Subdivision of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3418 South Calumet Avenue, Permanent Tax No. 17-34-122-099).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

11239 South Michigan Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in Block 2 in Dyke's Add'n. of Pullman, a subdivision of Lot 2 in Assessor's Division of the West 1/2 of the Northwest 1/4 of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11239 South Michigan Avenue, Permanent Tax No. 25-22-107-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1639 North Wolcott Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Smith's Subdivision of Block 35 in Sheffield's Addition to Chicago in the Southeast 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 North Wolcott Avenue, Permanent Tax No. 14-31-426-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1835 West Wabansia Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Block 35 in Sheffield's Addition to Chicago in the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1835 West Wabansia Avenue, Permanent Tax No. 14-31-426-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1800 West Wabansia Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 91 in E. R. Smith's Subdivision of Block 34 in Sheffield's Addition to Chicago, of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1800 West Wabansia Avenue, Permanent Tax No. 14-31-419-049).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

6017--6019 South State Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

South 1/2 of Lot 3 in Block 4 in Wilson, Heald & Stebbins Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6017--6019 South State Street, Permanent Tax No. 20- 15-306-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3627 South Cottage Grove Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in James H. Fisk's Subdivision of Lots 60 and 61 in the East part of Ellis' Add'n. to Chicago in the North 1/2 of the Southeast 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3627 South Cottage Grove Avenue, Permanent Tax No. 17-34-409-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2532 West Monroe Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 in Circuit Court Partition of Lots 1 and 2 (except the West 75 feet of the South 125 feet of Lot 1) in Block 8 in Rockwell's Add'n. to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2532 West Monroe Street, Permanent Tax No. 16-13-202-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

273--279 North Francisco Avenue/2859 West Fulton Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 in Block 13 in Brown's Subdivision of Lot 13 and the South 3 Acres of Lot 2 in D. S. Lee & Others' Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 273--279 North Francisco Street/2859 West Fulton Street, Permanent Tax No. 16-12-311-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

262--272 North Francisco Avenue/2903 West Fulton Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 12 in Lee & Others' Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 262--272 North Francisco Street/2903 West Fulton Street).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1226 North Campbell Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 in Block 6 in Winslow & Jacobson's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1226 North Campbell Avenue, Permanent Tax No. 16-01-227-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

454 North Green Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 1/2 of Lot 5 in Block 15 in Ogen's Addition to Chicago, in the Northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 454 North Green Street, Permanent Tax No. 17-08-252-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3641--3643 South State Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 50 and 51 (except the West 34 feet for street) in Block "B" in Freeman's Addition to Chicago, being a subdivision of the South 10 acres of the North 30 acres of the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3641--3643 South State Street, Permanent Tax No. 17-34-306-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

3144 South Indiana Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 37 in Block 1 in C. H. Walker's Subdivision of the North 20 acres of the West 1/2 of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3144 South Indiana Avenue, Permanent Tax No. 17-34-102-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1442 South Drake Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago: Said parcel is described as follows:

The North 25 feet of Lot 11 in Block 4 in Grants Addition to Chicago in the Southeast quarter of the Northeast quarter of the East half of the Northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1442 South Drake Avenue, Permanent Tax No. 16-23-214-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2136--2138 North Winchester Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 56 and 57 in Block 41 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2136-2138 North Winchester Avenue, Permanent Tax Nos. 14-31-208-025 and 024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

4836 West Race Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 36 (except the West 10 feet thereof) and Lot 37 in Block 1 in Craft's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4836 West Race Street, Permanent Tax No. 16-09-221-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

2726 West Chanay Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 and the Southwesterly 1/2 of Lot 14 in Block 5 in Attrill's Subdivision of Lots 4 to 9, 16 to 21, 36 to 41, 48 to 53 of Block 2, Lots 1 to 6, 13 to 18, 27 to 32 in Block 3, Lots 1 to 6, 13 to 18, 27 and 28 in Block 5 of Stave's Subdivision of 53 acres of the Northeast 1/4 lying Southwest of Milwaukee Avenue in the West 1/2 of the Northeast 1/4 in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2726 West Chanay Street, Permanent Tax No. 13-36-227-072).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1509 West Roosevelt Road.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 (except the North 42 feet thereof taken for widening 12th Street) in Block 4 in Sampson and Green's Addition to Chicago, in the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 1509 West Roosevelt Road, Permanent Tax No. 17-20-100-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

7054 South Harper Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 22 (except the West 70 feet) in Block 2 in Parkside, being a Subdivision of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7054 South Harper Avenue, Permanent Tax No. 20-23-423-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

648 West 86th Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 12 in Sisson and Newmans South Englewood Subdivision being a Subdivision in Sections 32 and 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 648 West 86th Street, Permanent Tax No. 20-33-311-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

1941 South Canalport Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Assessor's Division of Lots 11, 12 and 17 in Subdivision of Lot 1 in Block 38, in Canal Trustees Subdivision of West half of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1941 South Canalport Avenue, Permanent Tax No. 17-21-322-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

5259 South Wood Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 25 and 26 in Block 5 in Ovis' Subdivision of the Northeast quarter of the Southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5259 South Wood Street, Permanent Tax No. 20-07-412-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

10120 South Ewing Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 in Block 2 in Taylor's Third Addition to South Chicago, in the Northwest quarter of Section 8, Township 37 North, Range 15, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 10120 South Ewing Avenue, Permanent Tax No. 26-08-121-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

6042--6044 South Eberhart Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 33 and 34 in Block 2 in John J. Mitchell's South Park Subdivision of Blocks 9, 10 and 11, in Maher's Subdivision of the Southeast 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6042--6044 South Eberhart Avenue, Permanent Tax No. 20-15-402-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

6801--6807 South Clyde Avenue/2107--2111 East 68th Street.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Real Estate Section, Department of Housing is authorized to advertise for sale the following parcel; an improved three (3) story, eighteen (18) unit apartment building, which is no longer necessary, appropriate, required for the use of or profitable to or for the best interest of the City of Chicago. Said property is described as follows:

Lots 71 and 72 in the First Addition to Bryn Mawr Highlands, a subdivision of the North 3/4ths of the West 1/2 of the Southeast 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 6801--6807 South Clyde Avenue/2107-- 2111 East 68th Street, Permanent Index No. 20-24-409-001).

The building is located on the East side of Clyde Avenue, having a frontage of 120 feet and a depth of 125.23 feet, containing 15,027.06 square feet and is zoned R5 General Residence District.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Real Estate Section, Department of Housing, 318 South Michigan Avenue, who is authorized to prepare bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after the date of its passage.

2449 West North Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 2 in Winslow-Jacobson & Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2449 West North Avenue, Permanent Tax No. 16-01-206-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

101--111 South Francisco Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 29 and 30 in Block 2 in Lawther's Subdivision of the East half of the Northeast quarter of the Northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, South of Barry Point Road in Cook County, Illinois, (commonly known as 101--111 South Francisco Avenue, Permanent Tax No. 16-13-109-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

APPROVAL OF SALE OF CITY-OWNED VACANT PROPERTIES TO
GRANT MEMORIAL AFRICAN METHODIST
EPISCOPAL CHURCH.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the unimproved parcels of real property described herein, which is owned by the City of Chicago, to the Grant Memorial African Methodist Episcopal Church, 4017 South Drexel Boulevard, Chicago, Illinois 60653, for the sole purpose of building a twenty (20) unit two (2) story building for the handicapped. Said units must be owned and operated on a not-for-profit basis.

Re: No. 7467

Address: 4151--4163 South Drexel Avenue/
908--918 East 42nd Place

Amount: \$29,700.00

Permanent Tax No.:
20-02-113-018.

Legal Description

The South 6 feet of Lot 15 and the West 200 feet of Lot "A" in Frederick B. Clark's Subdivision of Lots to 13 inclusive and the South 1/2 of Lot 3 in Block 2 in Bayard and Palmer Addition in the Northwest fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4151--4163 South Drexel Avenue/908--918 East 42nd Place).

Re: Nos. 2557/3346/3510/3093

Address: 4201--4243 South Drexel Avenue/
909--915 East 42nd Place

Amount: \$32,500.00

Permanent Tax Nos.:
20-02-120-001, 002, 029 and
005.

Legal Description

The North 10 feet of Lot 31, and Lots 32, 33, 34, 35 and 36 in Block 3 in the Resubdivision of Blocks 3 and 4 and Lots 1 and 2 in Barry's Subdivision of Lots 28, 29 and 30 and the South 15 feet of Lot 31, all in Block 3 in the resubdivision of Reform School Property, being the South 25 acres of the Northwest fractional half of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4201--4243 South Drexel Avenue/909--915 East 42nd Place).

Note: These parcels are subject to express condition that if subsequent to their conveyance the Grantee, its successors or assigns, fails to build said homes on these properties, the Grantor may re-enter and take possession of the properties and terminate the estate conveyed by the quitclaim deeds, and such title, rights and interests of the Grantee, or any assigns or successors in interest, to and in the properties shall revert to the Grantor.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcels of real properties to the Grant Memorial African Methodist Episcopal Church, 4017 South Drexel Boulevard, Chicago, Illinois 60653.

SECTION 3. This ordinance shall be effective upon its passage.

On motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 2241 WEST
NORTH AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby accepts the bid of North Bell Auto Repair, Incorporated, 2235 West North Avenue, Chicago, Illinois 60647 to purchase for the sum of \$6,800.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, pages 35396- 35397 described as follows:

Lot 4 in Block 2 in H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 in Watson, Tower & Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2241 West North Avenue, Permanent Tax No. 17-06-102-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$680.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

On motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

REPEAL OF BID FOR PURCHASE OF PROPERTY
AT 2112--2122 WEST MADISON STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council heretofore approved the sale to the Highway Church of God in Christ, 2154--2156 West Van Buren Street, Chicago, Illinois, 60612, the property commonly known as follows:

Lots 1 and 6 inclusive in Thorne's Resubdivision of the South half of Lots 17 and 18 in the Subdivision of Block 59 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2112--2122 West Madison Street, Permanent Tax Nos. 17-07-330-034, 036, 037 and 033).

WHEREAS, Highway Church of God in Christ did not comply with the Offer to Purchase procedure on closing within fourteen days of completion of deed. They did not close properly and their deposit of Three Thousand Dollars (\$3,000.00) be returned to them; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance adopted by this body on October 30, 1986, pages 35379--35380 of the City Council Journal, approving the sale to the Highway Church of God in Christ of said above properties located at 2112--2122 West Madison Street, be hereby repealed.

SECTION 2. The City Real Estate Section, Department of Housing, is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

On motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

**BIDS REJECTED FOR PURCHASE OF CITY-OWNED VACANT
PROPERTIES AND AUTHORITY GRANTED TO
RE-ADVERTISE SAME FOR SALE.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the rejection of bids for the purchase of city-owned vacant properties located at 1751 West Division Street and 2635 West Armitage Avenue and authorizing the Department of Housing to re-advertise the same for sale.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

*1751 West Division Street
(Mr. Christopher F. Carey).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby rejects the bid of Christopher F. Carey, 2032 West Potomac Avenue, Chicago, Illinois 60622, to purchase for the sum of \$5,002.99, the city-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, page 35387.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1751 West Division Street, Permanent Tax No. 17-06-405-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

*1751 West Division Street
(Mr. Gregory J. Wojkowski).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby rejects the bid of Gregory J. Wojkowski, 2344 West Cortez Street, Chicago, Illinois 60622, to purchase for the sum of \$2,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, page 35387.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1751 West Division Street, Permanent Tax No. 17-06-405-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2635 West Armitage Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby rejects the bid of George Machev, 2427 North Kedzie Avenue, Chicago, Illinois 60647 to purchase for the sum of \$2,100.00, the city-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34496--34497.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Goodrich & Young's Subdivision of Lots 4, 5 and 6 in Block 1 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2635 West Armitage Street, Permanent Tax No. 13-36-402-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

APPROVAL OF STIPULATED SETTLEMENT FOR PURCHASE
OF PROPERTY AT 4736 WEST 55TH STREET
NECESSARY TO MAINTAIN CLEAR ZONE
AT CHICAGO MIDWAY
AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving a stipulated settlement for the purchase of property at 4736 West 55th Street necessary to maintain a clear zone at Chicago Midway Airport.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On March 12, 1986, Council Journal pages 28541, 28542 and 28543, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 4736 West 55th Street; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the title holder of record, Capital Bank of America, as Trustee, under Trust No. 47, to acquire said parcel for the sum of \$250,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the title holder of record of said property legally described in Exhibit A, attached hereto and made a part hereof, the sum of \$250,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit A.

Parcel 35

Lots 15 And 16 In Block 32 In W.F. Kaiser And Company's Ardale Subdivision Of The West 1/2 Of The Southwest 1/4 And The West 3/4 Of The East 1/2 Of The Southwest 1/4 Of Section 10, Township 38 North, Range 13, East Of The Third Principal Meridian (Except Railroad Right-Of-Way) In Cook County, Illinois.

APPROVAL OF STIPULATED SETTLEMENT FOR PURCHASE OF
PROPERTY AT 2758 WEST BELMONT AVENUE
NECESSARY FOR ROAD IMPROVEMENT
PROJECTS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving a stipulated settlement for the purchase of property at 2758 West Belmont Avenue necessary for road improvement projects.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On January 16, 1987, Council Journal pages 38752 to 38754, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use the following described property required for road improvement projects; said property being located at 2758 West Belmont Avenue; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An Agreement has been made with the title holder of record, Kentucky Fried Chicken, to acquire said parcel for the sum of \$100.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the title holder of record of said property legally described in Exhibit A, attached hereto and made a part hereof, the sum of \$100.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 311-83-2005-1040-1040-16301-352.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit A.

Parcel 1

That part of Lot 63 in Belmont and Elston Addition to Chicago, being a Subdivision in the South half (S. 1/2) of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian lying Southwesterly of the arc of a circle concave to the northeast having a radius of 8 feet being tangent to the South and West lines of said Lot 63.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY
NECESSARY FOR SOUTHWEST RAPID
TRANSIT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the acquisition of property necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by ordinances dated October 1, 1984, (pages 9803 to 9807 of the Council Journal) and April 1, 1987, (pages 40763 to 40871 of the Council Journal) found it necessary and advantageous to acquire such rights-of-way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Transit Project; and

WHEREAS, Said ordinances further granted to the Commissioner of Public Works the authority to acquire the rights-of-way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project in accordance with federal and state regulations; and

WHEREAS, Said ordinances described with particularity the property to be acquired by the Commissioner of the Department of Public Works for the construction, operation and maintenance of the Southwest Rapid Transit Project and to ratify the authority vested in the Commissioner of the Department of Public Works to acquire the described rights-of-way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, It has been determined that it is useful, necessary and advantageous to acquire additional parcels for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, The General Assembly in Chapter 110 Paragraph 7-103 of the Illinois Revised Statutes has authorized the use of Quick Take Proceedings by the City of Chicago for the purposes set forth in Chapter 24 Paragraph 11-61-1a of the Illinois Municipal Code as now or hereafter amended for the extension of rapid transit lines; and

WHEREAS, It is the intent of the City Council to describe with particularity the additional parcel of real property that is useful, necessary and advantageous to the construction, operation and maintenance of the Southwest Rapid Transit Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. It is useful, necessary and advantageous and in the public interest to acquire the property legally described herein for the Southwest Transit Project.

SECTION 2. The necessary property to be acquired for the Southwest Transit Project which has been identified as parcel PR-016A is legally described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. The Commissioner of Public Works is hereby authorized to negotiate with the owners of the above described property to acquire the property for the Southwest Transit Project. In the event a settlement is reached with an owner, the Commissioner is further authorized to acquire the parcel at the agreed price, subject to the approval of the Urban Mass Transportation Administration and the Illinois Department of Transportation and all applicable federal and state regulations.

SECTION 4. In the event the Commissioner is unable to negotiate or agree with the owner of the parcel, or the owner is unable to clear title to the parcel, the Commissioner shall report such facts to the Corporation Counsel and the Corporation Counsel is hereby authorized to institute Eminent Domain proceedings to acquire said parcel in accordance with the laws of the State of Illinois.

SECTION 5. It is further determined that it is necessary to expeditiously acquire the above described property to comply with the Southwest Rapid Transit Right of Way Acquisition Schedule adopted by ordinance dated April 1, 1987 (pages 40763 to 40871 of the Council Journal).

SECTION 6. The Corporation Counsel is hereby authorized and directed to exercise "Quick Take Powers" pursuant to the provisions of Illinois Revised Statutes Chapter 110, Sections 7-103 through 7-112.

SECTION 7. This ordinance shall be in full force and effect immediately upon and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit A.

*Parcel PR-016A
320 Feet North Of The Belt Railway
Crossing At 55th Street.*

That Part Of The Former Right Of Way Of The Belt Railway Of Chicago Lying Southerly Of Block 25 In W.F. Kaiser And Company's Ardale Subdivision Of The West 1/2 Of The Southwest 1/4 And The West 3/4 Of The East 1/2 Of The Southwest 1/4 Of Section 10; Township 39 North, Range 13 East Of The Third Principal Meridian Described As Follows:

Commencing At A Point 39 Feet South Of, As Measured At Right Angles To, The North Line Of Said Block 25 And 438.57 Feet East Of The West Line Of The Aforesaid Block 25, As Measured Along A Line 39 Feet South Of And Parallel To The North Line Of Said Block 25; Thence Southwesterly Along A Straight Line, (Which Line Intersects A Curved Line Described As Follows: Commencing At A Point On The Southerly Extension Of The West Line Of Said Block 25 A Distance Of 276.45 Feet; Thence Northeasterly On Said Curved Line Convex To The Northwest And Having A Radius Of 791.34 Feet An Arc Distance Of 629.58 Feet, More Or Less, To A Point Which Is 66 Feet South Of The North Line And 412 Feet East Of The West Line Of Said Block 25, Said Straight Line Intersecting Said Curve At A Point 67.86 Feet Northeasterly From, As Measured Along Said Curved Line, From The Southwest Corner Of The Parcel Of Land Conveyed By A Quit Claim Deed Dated April 15, 1965, And Recorded On April 30, 1965, As Document Number 19450069, From The Belt Railway Aforesaid To The Wire Sales Company) A Distance Of 47.54 Feet To The Point Of Beginning; Thence Continuing Along Said Straight Line A Distance Of 540.00 Feet To The Aforesaid Point Of Intersection With The Aforementioned Curved Line; Thence Northeasterly Along A Straight Line Which Forms An Angle Of 8 Degrees, 13 Minutes, 00 Seconds, As Measured From The Northeast To North From Aforesaid Straight Line, A Distance Of 154.00 Feet To A Point On A Line 22 Feet Northwesterly Of And Parallel With Aforesaid Straight Line; Thence Northeasterly Along Said Parallel Line A Distance Of 284.91 Feet; Thence Northeasterly Along A Straight Line A Distance Of 105 Feet To The Point Of Beginning.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE AGREEMENTS
ON BEHALF OF VARIOUS CITY AGENCIES FOR PROPERTIES
AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the execution of lease agreements on behalf of various city agencies for properties at sundry locations.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

24 East Congress Boulevard/Department of Revenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Wabash Congress, Ltd., an Illinois partnership as Lessor, for approximately 6,250 square feet of office space located on the second floor and 5,689 square feet of office space located on the ground floor, for a total of approximately 11,939 square feet of office space. In addition approximately 2,000 square feet of basement storage. All of the aforesaid space located at 24 East Congress Boulevard for use by the City of Chicago/Department of Revenue as Lessee, such lease to be approved by the Director of the Department of Revenue and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 6139 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Wabash Congress, Ltd., an Illinois partnership, c/o Jorgensen & Co., 350 Cambridge Avenue, Suite 300, Palo Alto, California 94306 and to Richard G. Schoenstadt, c/o Sigegel, Moses & Schoenstadt, 10 East Huron Street, Chicago, Illinois 60611.

Rental Payment Provisions.

(Continued on page 6140)

LEASE-Short Form Lease No. 14065

Form C O No. 10

செவ்வாய், 12 சூன் 2018

This Agreement,

Made this..... day of

A. D. 19 . between Wabash Congress Ltd., An Illinois Ltd. Partnership

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the LessorS do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 6,250 square feet of office space located on the second floor and 5,689 square feet of office space located on the first floor, for a total of approximately 11,939 square feet of office space. In addition, approximately 2,000 square feet of basement storage. All of the aforesaid space located at 24 E. Congress Boulevard for use by the City of Chicago/Department of Revenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January
or date of occupation
A. D. 1988, and ending on the 31st day of December A. D. 19 92 Lessee has the right to

Upon sixty (60) days prior written notice at any time after
thirty-six months from execution of lease.

AND MADE A PART HEREOF. ~~NOTIFICATION PROVISIONS SEE RIDER ATTACHED HERETO~~
 AND MADE A PART HEREOF. ~~FOR RENTAL PAYMENT~~
 PROVISIONS SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF. ~~XXXXXX~~
 payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

-the building in which is located the

For Responsibilities for Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

-and if approved in advance by Lessor.

Lessee shall not assign this lease or sublet said premises or any part thereof without the prior written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee. in its reasonable discretion.

Lease shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. ~~unless the removal thereof will cause damage to the premises in which case said additions or improvements shall cause damage to the premises~~
~~in case said premises shall be rendered untenable by fire or other casualty during said term, Lessor~~
~~said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease~~
~~thereby shall be terminated; in the event of such a termination of the lease, Lessor shall be chargeable with rent only to the~~
~~date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of~~
~~rent for the period of such rebuilding. See Rider consisting of 11 pages attached hereto.~~

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except
 LESSOR: _____
 Lessor to property description and execution.

Approved: _____
Supervisor of Leasing

Approved: _____
Director, Department of Revenue

By _____, Comptroller.

(Continued from page 6138)

Lessee shall pay rent for said premises during the continuance of lease at rate of:

Fifteen Thousand Five Hundred Forty-one and 37/100 Dollars (\$15,541.37) per month for the period beginning on the 1st day of January, 1988 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of the month) and ending on the 31st day of December, 1988;

Sixteen Thousand Sixty-two and 20/100 Dollars (\$16,062.20) per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989;

Seventeen Thousand One Hundred Nineteen and 63/100 Dollars (\$17,119.63) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Eighteen Thousand Four Hundred Eighty-four and 19/100 Dollars (\$18,484.19) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Twenty Thousand Ninety-nine and 09/100 Dollars (\$20,099.09) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992;

Lessee shall not be required to pay any monthly rental after execution of this lease for the first (1st), second (2nd), third (3rd), eighteenth (18th), thirty-seventh (37th), thirty-eighth (38th), thirty-ninth (39th), forty-ninth (49th), and fiftieth (50th) months.

Rent is payable in advance on the first (1st) day of each month by Office of the City Comptroller to Wabash Congress, Ltd., an Illinois limited, partnership, c/o Jorgensen and Company, 350 Cambridge Avenue, Suite 300, Palo Alto, California 94306.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications with the Lessor's architect developing plans and drawings consistently with said specifications and which specifications Lessee has approved in writing. It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit 1 which is attached hereto and made a part hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items

contained in Exhibit 1 upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any Lessee construction work in addition to those items contained in Exhibit 1 or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state or federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them which said use is specified in paragraph R-5 herein below. Lessor shall obtain and pay for licenses and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises.

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and pay for automatic elevator service at all times.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for full replacement value of the building; with the City to receive a certificate of insurance, which certificate shall, if permitted by the insurer, evidence the insurer's waiver of subrogation for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date, should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for custodial service as follows:

Service to be provided nightly, five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly:

Empty and damp wipe all ash trays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Police stairways.

Wash clean all water fountains and coolers, emptying waste water as necessary.

Clean lavatories as follows:

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Twice weekly (Tuesday and Thursday):

Dust all areas with hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Three times weekly (Monday, Wednesday and Friday):

Vacuum all carpeted areas.

Scrub all rest room floors.

Weekly:

Wash booth partitions in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Monthly:

Wash tile walls in lavatories.

Wash all stairways.

Quarterly:

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, anemostats and registers not reached in normal nightly cleaning.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide Security System.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights and outlets.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Have the option to place another city agency in the leased premises after giving Lessor one hundred twenty (120) days prior written notice. Lessee shall pay rent for the entire leased premises until such time as the replacement city agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement city agency. Further, any replacement city agency shall be similar to Lessee in number of employees and use of the leased premises.

Have the right of first refusal relative to the purchase of the subject property commonly known as 24 East Congress during the term of this Lease.

Additional clauses to be included in lease:

- R-1. The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor. Lessor shall use his best efforts to secure from holder of any mortgage or the Lessor of any underlining lease a Non-disturbance and Attornment Agreement.
- R-2. In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-3. Use of Premises. Lessee shall use and occupy the premises for general office purposes and hearing rooms and for no other use or purpose.
- R-4. Condition and Care of Premises. Lessee's taking possession shall be conclusive evidence against Lessee that the portion of the premises where possession was taken was then in good order and satisfactory condition. No promises except as provided herein of the Lessor to alter, remodel, improve, repair, decorate or clean the premises or any part thereof have been made, and no representation respecting the condition of the premises, the building or the land, in and on which the premises are located, has been made to Lessee by or on behalf of Lessor except to the extent expressly set forth herein this lease. This lease does not grant any

rights to light or air over or about the property of Lessor. Except for any damage resulting solely from the act of Lessor, and subject to the provisions of Paragraph R-7 hereof, Lessee shall, at its own expense, keep the premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the premises caused by Lessee or any of its employees, agents or invitee, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Lessor and within any reasonable period of time specified by Lessor. If Lessee does not do so promptly and adequately, Lessor may, but need not, make such repairs and replacements and Lessee shall immediately pay Lessor the cost thereof as additional rent.

- R-5. Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-6 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-6 of this lease.
- R-6. Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Lessee.
 - C. To retain at all times, and to use as provided in this lease, pass keys to the premises.
 - D. To grant to anyone the right to conduct any business or render any service in the building, whether or not it is the same as or similar to the use expressly permitted to Lessee by paragraph R- 3.
 - E. To exhibit the premises at reasonable hours during the term; however, said right to exhibit the premises shall only be during the last six (6) months of the term in connection with prospective tenants, and to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy at any time after Lessee vacates or abandons the premises.
 - F. To have access for Lessor and other Lessees of the building to all mail chutes according to the rules of the United States Post Office.
 - G. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.

- H. To require all persons entering or leaving the building during such hours as Lessor may from time to time reasonably determine to identify themselves to watchmen by registration or otherwise, and to establish their right to enter or leave the building. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- I. To control and prevent access to common areas and other non- general public areas of the building.
- J. To decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for that purpose erect scaffolding and other structures reasonably required by the character of the work to be performed, and in the event of repairs, may enter upon the premises only after thirty (30) days prior notice to Lessee in the event of a non-emergency and no notice if an emergency, and take into and upon or through any part of the building, including the premises, all materials that may be required to make such repairs, and in that connection Lessor may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Lessor, all without the same constituting an eviction of Lessee in whole or in part and without abatement of rent by reason of loss or interruption of the business of Lessee or otherwise and without in any manner rendering Lessor liable for damages or relieving Lessee from performance of Lessee's obligation under this Lease; provided, however, that reasonable access to the premises shall be maintained and the business of Lessee shall not be interfered with unreasonably.
- K. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations. If not deemed unreasonable for the operation of their business.
- R-7. **Untenantability.** If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial

portion (herein defined as more than fifty percent (50%) of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control. If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (A) to terminate this Lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs, in which latter event the Lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this Lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the Lease pursuant to this paragraph R-7, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this paragraph R-7, in the event any such damage renders the premises untenable and if the Lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

- R-8. Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this Lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

- R-9. Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.
- R-10. Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the Purchaser or Assignee.
- R-11. Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
 - B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.
 - C. Submission of this instrument for examination shall not constitute a reservation or option for the premises or in any manner bind Lessor and no lease or obligation on Lessor shall arise until this instrument is signed and delivered by Lessor and Lessee.
 - D. The word "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organization, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.

- E. Clauses, plats, and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this lease are a part hereof and in the event of variation of discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any, held by Lessor shall control.
 - F. The Lessor's title is and always shall be paramount to the title of Lessee, and nothing in this lease contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.
 - G. Time is of the essence of this lease and of each and all provisions hereof.
 - H. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
 - I. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.
- R-12. Delivery of Possession. If, after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession of the premises on or before February 29, 1988, except that Lessee shall not be entitled to so terminate the lease in the event Lessor's inability to deliver possession is caused directly or indirectly by Lessee.
- R-13. Lessor. The term "Lessor" as used in this lease means only the owner or owners at the time being of the building of which said premises form a part and the land on which the building is situated, so that in the event of any sale or sales, once or successively, of said land and building, said Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and future obligations of Lessor hereunder; provided, however, that any and all sales of the and building shall be made expressly subject to this lease and the rights of the Lessee hereunder.
- R-14. Title and Covenant Against Liens. The Lessor's title is and always shall be paramount to the title of the Lessee and nothing in this lease contained shall empower the Lessee to do any act which can, shall or may encumber the title of the Lessor. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the real property, the building, or the premises or against the Lessee's leasehold interest in the premises

and, in case of any such lien attaching, to immediately pay and remove same. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon the real property, building or premises, and any and all liens and encumbrances created by Lessee shall attach only the Lessee's interest in the premises. If any such liens so attached and Lessee fails to pay and remove same within sixty (60) days after written notice, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor, with interest at an annual rate of eighteen percent (18%) from the date of payment, unless a lesser rate shall be the maximum rate permitted by law with respect thereto, shall be deemed to be additional rent due and payable by Lessee at once without notice or demand. Notwithstanding the foregoing, Lessee has the right to contest any lien so long as any contest of a lien stays any foreclosure of lien and does not result in a default of underlining mortgage.

Exhibit 1 attached to this rider reads as follows:

Exhibit 1.

Building Standard Workletter.

24 East Congress Boulevard

Department Of Revenue.

1. Partitions:

- a. Interior office and corridor partitions with insulation shall be 2- 1/2 inch steel stud 24 inch o.c., with one layer of 5/8 inch gypsum board each side from floor to underside of hung ceiling, except on ground floor where steel studs shall be 3-5/8 inches. (154 L.F.)
- b. 6-foot low height partitions shall be 2-1/2 inch steel stud 24 inch o.c., with one layer of 5/8 inch gypsum board each side. (72 L.F.)
- c. Glass block or glass partitions from floor to underside of hung ceiling. (17 L.F.)

2. Doors And Frames:

- a. Interior office doors shall be single swing, rotary cut red oak wood solid core doors, 3 feet x 6 feet-8 inches x 1-3/4 inches thick, hung on 1-1/2 pair of butts with latch sets. Color to be selected by Architect. (24)
- b. Frames to be Raco Freestanding finish as selected by Architect. (23)

3. Hardware:

- a. Hinges or butts shall be 4-1/2 x 4 US10 Finish five knuckle hinges. (72)
- b. Latchsets and locksets shall be Schlage. (23)
- c. Wall type door stops will be provided for all doors. Stops to have 1 inch diameter grey rubber dome. (24)

4. Ceilings:

- a. Suspended Armstrong 2 foot x 2 foot x 5/8 inch acoustical tile directional fissured ceiling throughout the premises. Grid to be Chicago Metallic Corporation. (10,276 square feet)

5. Painting:

- a. Painting of partitions, columns and walls will be with two (2) coats of flat latex finish paint as selected from the building standard color. (16,000 square feet; 26 columns)

6. Electrical:

- a. Electrical wall and floor outlets shall be receptacles for 110 volts supply. One duplex per 150 square feet.
- b. Telephone floor and wall outlets shall be provided to receive standard 6 button telephone instrument. One outlet per 200 square feet.
- c. Light switches as selected by Architect. (22)
- d. Exit signs as selected by Architect. (9)
- e. C.R.T. outlets and conduit. (8)

7. Base:

- a. Rubber base on all walls and columns shall be (2-1/2 inches) high with cove for tile floors and straight for carpeted floors. (1,612 L.F.)

8. H.V.A.C.:

- a. Air conditioning system with reasonable ductwork and thermostats with supply and return air system based upon an occupancy density of not more than one (1) person per hundred (100) square feet of floor area.

9. Window Blinds:

- a. All exterior windows shall be furnished with building standard one inch (1"), narrow slat aluminum blinds, manufactured by Levelor, Color: Squirrel Gray. (31)

10. Floor Coverings:

- a. Furnish and install Pearl Gray by Colonade carpet and pad throughout office areas at agreed budget price of \$13.25/yd. (1,160 yards)

Note: Substitutions, on a similar and equal basis, will be allowed with Landlord and Architect's approval.

24 East Congress Boulevard/Department Of Housing.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Wabash Congress, Ltd., an Illinois partnership as Lessor, for approximately 6,250 square feet of office space located on the second floor and 62,500 square feet of office space located on the third (3rd) through seventh (7th) floors, for a total of approximately 68,750 square feet of office space. In addition, approximately 2,000 square feet of basement storage. All of the aforesaid space located at 24 East Congress Boulevard for use by the City of Chicago/Department of Housing as Lessee, such lease to be approved by the Commissioner of the Department of Housing and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 6153 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate,

(Continued on page 6154)

LEASE-11-10-87 Lease#14064

Form 1

(City of Chicago)

This Agreement, Made this _____ day of _____A. D. 19 87, between Wabash Congress Ltd., An Illinois Ltd. Partnership

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 6,250 square feet of office space located on the second floor and 62,500 square feet of office space located on the third thru seventh floors, for a total of approximately 68,750 square feet of office space. In addition approximately 2,000 square feet of basement storage. All of the aforesaid space located at 24 E. Congress Boulevard for use by the City of Chicago/Department of Housing.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December or date of occupation 30th day of November A. D. 19 87 and ending on the _____ day of _____ A. D. 19 92 Lessee has the right to terminate this lease Upon sixty (60) days prior written notice at any time after thirty-six months from execution of lease.

For Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense said premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

the building in which is located the

For Responsibilities for Lessor and Lessee

See Rider Attached Hereto and Made a Part Hereof.

and if approved in advance by Lessor

Lessee shall not assign this lease or sublet said premises or any part thereof without the prior written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee. In its reasonable discretion.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove by the termination of this lease. unless the removal thereof will cause damage to the premises in which case said additions or improvements shall remain upon the premises In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing to do so, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated, in the event of such a termination of the lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding. See Rider attached hereto and made a part hereof.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

LESSEE:

Approved: _____
Supervisor of Leasing Real Estate

LESSOR:

By: _____
Wabash Congress Ltd., An Illinois Partnership
CITY OF CHICAGO

By: _____
Comptroller.

Approved: _____
Commissioner, Department of Housing

(Continued from 6152)

Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Wabash Congress, Ltd., an Illinois partnership, c/o Jorgensen & Co., 350 Cambridge Avenue, Suite 300, Palo Alto, California 94306 and to Richard G. Schoenstadt, c/o Sigegel, Moses & Schoenstadt, 10 East Huron Street, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seventy-four Thousand Four Hundred Seventy-nine and 16/100 Dollars (\$74,479.16) per month for the period beginning on the 1st day of December, 1987 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of the month) and ending on the 30th day of November, 1988;

Eighty Thousand Two Hundred Eight and 33/100 Dollars (\$80,208.33) per month for the period beginning on the 1st day of December, 1988 and ending on the 30th day of November, 1989;

Eighty-six Thousand Six Hundred Twenty-five and 00/100 Dollars (\$86,625.00) per month for the period beginning on the 1st day of December, 1989 and ending on the 30th day of November, 1990;

Ninety-three Thousand Five Hundred and 00/100 Dollars (\$93,500.00) per month for the period beginning on the 1st day of December, 1990 and ending on the 30th day of November, 1991;

One Hundred Thousand Two Hundred Sixty and 42/100 Dollars (\$100,260.42) per month for the period beginning on the 1st day of December, 1991 and ending on the 30th day of November, 1992;

Lessee shall not be required to pay any monthly rental after execution of this lease for the first (1st), second (2nd), third (3rd), eighteenth (18th), thirty-seventh (37th), thirty-eighth (38th), thirty-ninth (39th), forty-ninth (49th), and fiftieth (50th) months.

Rent is payable in advance on the first (1st) day of each month by Office of the City Comptroller to Wabash Congress, Ltd., an Illinois limited partnership, c/o Jorgensen and Company, 350 Cambridge Avenue, Suite 300, Palo Alto, California 94306.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications with the Lessor's architect developing plans and drawings consistent with said specifications and which specifications Lessee has approved in writing. It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit 1 which is attached hereto and made a part hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit 1 upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any Lessee construction work in addition to those items contained in Exhibit 1 or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state or federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them which said use is specified in paragraph R-5 herein below. Lessor shall obtain and pay for licenses and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises.

Construct prior to occupation of lease a lobby on the Wabash side of the demised premises that has direct access to Lessee's space.

Install prior to occupation of lease an elevator on the Wabash side of the demised premises that has direct access to Lessee's space.

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and pay for automatic elevator service at all times.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for full replacement value of the building; with the City to receive a certificate of insurance, which certificate shall, if permitted by the insurer, evidence the insurer's waiver of subrogation for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date, should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for custodial service as follows:

Service to be provided nightly, five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly:

Empty and damp wipe all ashtrays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Polish stairways.

Wash clean all water fountains and coolers, emptying waste water as necessary.

Clean lavatories as follows:

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Twice weekly (Tuesday and Thursday):

Dust all areas with hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Three times weekly (Monday, Wednesday and Friday):

Vacuum all carpeted areas.

Scrub all rest room floors.

Weekly:

Wash booth partitions in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Monthly:

Wash tile walls in lavatories.

Wash all stairways.

Quarterly:

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, anemostats and registers not reached in normal nightly cleaning.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state, and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide security system.

Shall provide at no rental cost to Lessee, the entire vacant lot immediately north of demised premises for use as an off street parking facility only for Lessee's employees, invitees and their respective agents.

Lessee under this lease shall:

Pay electricity as metered within demised premises, including electricity for lights and outlets.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part from funds when made available by the federal government. If said funds are not made available from the federal government and as a result Lessee defaults in the payment of any sums required to be paid under this lease after year one, the Lessee may reduce total rental space by twenty-five percent (25%) per year. However, rent concession theretofore received by the Lessee shall be reimbursed to the Lessor within one hundred twenty (120) days of the date the leased premises are reduced as aforesaid. Rent concessions would not be reimbursed if another city agency cures vacancy in one hundred twenty (120) days. In the event Lessee elects to place another city agency in the leased premises and, therefore, does not reimburse Lessor for rent concessions Lessee received, Lessee shall pay rent for the entire leased premises until such time as the replacement city agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement city agency. Further, any replacement city agency shall be similar to Lessee in number of employees and use of the leased premises. It is the intent of this provision that Lessee pay the entire rent amount until such time

- as it provides Lessor with the requisite notice of its intent to reduce the size of the leased premises or terminate the lease as the case may be, and requisite notice period expires.
- R-2. If Lessee has to vacate entire premises during second year of lease; rent concessions already credited to Lessee and an amount equal to six (6) months rental shall be reimbursed to Lessor ninety (90) days from said cancellation notice. If Lessee has to vacate premises during third year of lease; rent concessions already credited to Lessee and an amount equal to three (3) months rental shall be reimbursed to Lessor ninety (90) days from said cancellation notice.
- R-3. The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, the Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor. Lessor shall use his best efforts to secure from holder of any mortgage or the Lessor of any underlining lease a non-disturbance and attornment.
- R-4. In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-5. Use of Premises. Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.
- R-6. Condition and care of premises. Lessee's taking possession shall be conclusive evidence against Lessee that the portion of the premises where possession was taken was then in good order and satisfactory condition. No promises except as provided herein of the Lessor to alter, remodel, improve, repair, decorate or clean the premises or any part thereof have been made, and no representation respecting the condition of the premises, the building or the land, in and on which the premises are located, has been made to Lessee by or on behalf of Lessor except to the extent expressly set forth herein this lease. This lease does not grant any rights to light or air over or about the property of Lessor. Except for any damage resulting solely from the act of Lessor, and subject to the provisions of paragraph R-9 hereof, Lessee shall, at its own expense, keep the premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the premises caused by Lessee or any of its employees, agents or invitee, including

replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Lessor and within any reasonable period of time specified by Lessor. If Lessee does not do so promptly and adequately, Lessor may, but need not, make such repairs and replacements and Lessee shall immediately pay Lessor the cost thereof as additional rent.

R-7. Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-8 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-8 of this lease.

R-8. Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:

- A. To install and maintain signs on the exterior and interior of the building.
- B. To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Lessee.
- C. To retain at all times, and to use as provided in this lease, pass keys to the premises.
- D. To grant to anyone the right to conduct any business or render any service in the building, whether or not it is the same as or similar to the use expressly permitted to Lessee by paragraph R- 5.
- E. To exhibit the premises at reasonable hours during the term; however, said right to exhibit the premises shall only be during the last six (6) months of the term in connection with prospective tenants, and to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy at any time after Lessee vacates or abandons premises.
- F. To have access for Lessor and other Lessees of the building to all mail chutes according to the rules of the United States Post Office.
- G. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
- H. To require all persons entering or leaving the building during such hours as Lessor may from time to time reasonably determine to identify themselves to watchmen by registration or otherwise, and to establish their right to enter or leave the building. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion

from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

- I. To control and prevent access to common areas and other non- general public areas of the building.
 - J. To decorate and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for that purpose erect scaffolding and other structures reasonably required by the character of the work to be performed, and in the event of repairs, may enter upon the premises only after thirty (30) days prior notice to Lessee in the event of a non-emergency and no notice if an emergency, and take into and upon or through any part of the building, including the premises, all materials that may be required to make such repairs, and in that connection Lessor may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Lessor, all without the same constituting an eviction of Lessee in whole or in part and without abatement of rent by reason of loss or interruption of the business of Lessee or otherwise and without in any manner rendering Lessor liable for damages or relieving Lessee from performance of Lessee's obligation under this lease; provided, however, that reasonable access to the premises shall be maintained and the business of Lessee shall not be interfered with unreasonably.
 - K. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations. If not deemed unreasonable for the operation of their business.
- R-9. **Untenantability.** If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%) of the premises or the building untenable, the Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control. If any such damage renders all or a substantial portion of the premises or

the building untenable, the Lessor may elect (A) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this paragraph R-9, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this paragraph R-9, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

- R-10. Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceedings shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change or grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.
- R-11. Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of

this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.

R-12. Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the purchaser or assignee.

R-13. Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.
- C. Submission of this instrument for examination shall not constitute a reservation or option for the premises or in any manner bind Lessor and no lease or obligation on Lessor shall arise until this instrument is signed and delivered by Lessor and Lessee.
- D. The word "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organization, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- E. Clauses, plats, and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this lease are a part hereof and in the event of variation of discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any, held by Lessor shall control.

- F. The Lessor's title is and always shall be paramount to the title of Lessee, and nothing in this lease contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.
 - G. Time is of the essence of this lease and of each and all provisions hereof.
 - H. If any provision of this Lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected thereby.
 - I. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.
- R-14. Delivery of Possession. If, after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession of the premises on or before February 29, 1988, except that Lessee shall not be entitled to so terminate the lease in the event Lessor's inability to deliver possession is caused directly or indirectly by Lessee.
- R-15. Lessor. The term "Lessor" as used in this lease means only the owner or owners at the time being of the building of which said premises form a part and the land on which the building is situated, so that in the event of any sale or sales, once or successively, of said land and building, said Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and future obligations of Lessor hereunder; provided, however, that any and all sales of the and building shall be made expressly subject to this lease and the rights of the Lessee hereunder.
- R-16. Title and Covenant Against Liens. The Lessor's title is and always shall be paramount to the title of the Lessee and nothing in this lease contained shall empower the Lessee to do any act which can, shall or may encumber the title of the Lessor. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the real property, the building, or the premises or against the Lessee's leasehold interest in the premises and, in case of any such lien attaching, to immediately pay and remove same. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon the real property, building or premises, and any and all liens and encumbrances created by Lessee shall attach only the

Lessee's interest in the premises. If any such liens so attached and Lessee fails to pay and remove same within sixty (60) days after written notice, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor, with interest at an annual rate of eighteen percent (18%) from the date of payment, unless a lesser rate shall be the maximum rate permitted by law with respect thereto, shall be deemed to be additional rent due and payable by Lessee at once without notice or demand. Notwithstanding the foregoing, Lessee has the right to contest any lien so long as any contest of a lien stays any foreclosure of lien and does not result in a default of underlining mortgage.

Exhibit 1 attached to this rider reads as follows:

Exhibit 1.

Building Standard Workletter.

24 East Congress Boulevard

Department Of Housing.

1. Partitions:
 - a. Interior office and corridor partitions with insulation shall be 2- 1/2 inch steel stud 24 inch o.c., with one layer of 5/8 inch gypsum board each side from floor to underside of hung ceiling, except on ground floor where steel studs shall be 3-5/8 inches. (1438 L.F.)
 - b. 6-foot low height partitions shall be 2-1/2 inch steel stud 24 inch o.c., with one layer of 5/8 inch gypsum board each side. (650 L.F.)
 - c. Glass block or glass partitions from floor to underside of hung ceiling. (196 L.F.)
2. Doors And Frames:
 - a. Interior office doors shall be single swing, rotary cut red oak wood solid core doors, 3 feet x 6 feet-8 inches x 1-3/4 inch thick, hung on 1-1/2 pair of butts with latch sets. Color to be selected by Architect. (137)
 - b. Frames to be Raco Freestanding finish as selected by Architect. (90)
3. Hardware:
 - a. Hinges or butts shall be 4-1/2 x 4 US10 Finish five knuckle hinges. (267)

- b. Latchsets and locksets shall be Schlage. (90)
 - c. Wall type door stops will be provided for all doors. Stops to have 1 inch diameter grey rubber dome. (89)
- 4. Ceilings:
 - a. Suspended Armstrong 2 feet x 5/8 inch acoustical tile directional fissured ceiling throughout the premises. Grid to be Chicago Metallic Corporation. (61,444 square feet)
- 5. Painting:
 - a. Painting of partitions, columns and walls will be with two (2) coats of flat latex finish paint as selected from the building standard color. (89,000 square feet; 169 columns)
- 6. Electrical:
 - a. Electrical wall and floor outlets shall be receptacles for 110 volts supply. One duplex per 150 square feet.
 - b. Telephone floor and wall outlets shall be provided to receive standard 6 button telephone instrument. One outlet per 200 square feet.
 - c. Light switches as selected by Architect. (115)
 - d. Exit signs as selected by Architect. (28)
 - e. C.R.T. outlets and conduit. (42)
- 7. Base:
 - a. Rubber base on all walls and columns shall be (2 1/2 inches) high with cove for tile floors and straight for carpeted floors. (9,808 L.F.)
- 8. H.V.A.C.:
 - a. Air conditioning system with reasonable ductwork and thermostats with supply and return air system based upon an occupancy density of not more than one (1) person per hundred (100) square feet of floor area.
- 9. Window Blinds:
 - a. All exterior windows shall be furnished with building standard one inch (1"), narrow slat aluminum blinds, manufactured by Levelor, Color: Squirrel Gray. (190)
- 10. Floor Coverings:

- a. Furnish and install Pearl Gray by Colonade carpet and pad throughout office areas at agreed budget price of \$13.25/yd. (7,550 yards)
 - b. Furnish and install ceramic tile floor and base in 7th floor commissioner's bathroom and shower enclosure. (170 square feet)
11. Millwork:
- a. Furnish and install plastic laminate kitchen cabinetry at 2nd floor breakroom. (18 L.F.)
 - b. Furnish and install 7th floor bath vanity and counter top. (2)
 - c. Furnish and install boardroom sink base and top cabinets. (6 L.F.)
12. Plumbing:
- a. Furnish and install 2nd and 7th floor sinks, faucets and related plumbing. (3)
 - b. Furnish and install floor drains. (2)
 - c. Furnish and install executive shower and related plumbing. (1)
 - d. Furnish and install hot water heater. (2)
 - e. Furnish and install 7th floor water closets. (2)
- Note: Substitutions, on a similar and equal basis, will be allowed with Landlord and Architect's approval.

180 North LaSalle Street/Department Of Law.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from American National Bank and Trust Company of Chicago, not personally, but solely as trustee under trust, Trust No. 30503, dated November 30, 1970, as Lessor, for 11,337 square feet of office space on the fifth (5th) floor in Suite 500, 7,954 square feet of office space in Suite 501, 1,671 square feet of office space located on the seventh (7th) floor in Suite 703, 4,829 square feet of office space in Suite 704 and 13,519 square feet of office space on the fourteenth (14th) floor in Suite 1408 for a total of 39,310 square feet located at 180 North LaSalle Street for use by the Department of Law, as Lessee, such lease to be approved by the Corporation Counsel, and also approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 6169 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease in the following amounts:

Rental Schedule A--Seventh (7th) Floor.

Ten Thousand Two Hundred Ninety-one and 67/100 Dollars (\$10,291.67) per month for the period beginning on the 1st day of December, 1987 or date of occupation (with said monthly rental rate being on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of November, 1989;

Ten Thousand Nine Hundred and Nine and 17/100 Dollars (\$10,909.17) per month for the period beginning on the 1st day December, 1989 and ending on the 30th day of November, 1990;

Eleven Thousand Five Hundred Sixty-four and 58/100 Dollars (\$11,564.58) per month for the period beginning on the 1st day of December, 1990 and ending on the 30th day of November, 1991;

Twelve Thousand Two Hundred Fifty-seven and 92/100 Dollars (\$12,257.92) per month for the period beginning on the 1st day of December, 1991 and ending on the 30th day of November, 1992.

(Continued on page 6170)

LEASE-Short Form

Form C O No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 ⁸⁷ between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 30, 1970 and known as Trust No. 30503, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: (1) 11,337 square feet of rentable area on the fifth (5th) floor in Suite 500 of the building (the "Building") located at 180 N. LaSalle Street, Chicago, Illinois for the Department of Law; (2) 7,954 square feet of rentable area on the fifth (5th) floor in Suite 501 of the Building for the Department of Law; (3) 11,337 square feet of rentable area on the seventh (7th) floor in Suite 703 of the Building for the Department of Law; (4) 829 square feet of rentable area on the seventh (7th) floor in Suite 704 of the Building for the Department of Law; and (5) 13,519 square feet of rentable area on the fourteenth (14th) floor of the Building for the Department of Law, all as shown on Exhibit A attached hereto.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 19 ⁸⁷ and ending on the 30th day of November A. D. 19 ⁹² Lessee has the right to terminate this lease as set forth in the Rider attached hereto and made a part hereof.

For Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order of Lessor's own expense, said premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

the building in which is located the

For Responsibilities for Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

and if approved in advance by Lessor

Lessee shall not assign this lease or sublet said premises or any part thereof without the PRIOR written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor. Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee, in its reasonable discretion. Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises or remove prior to the termination of this lease. Unless the removal thereof will cause damage to the premises in which case said additions or improvements shall remain upon the premises. In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may remove said premises within thirty days, but failing to do so, if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessee shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding. See Rider consisting of 14 pages attached hereto and made a part hereof.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

LESSEE: *Edward J. Kuntz*
Assistant Corporation Counsel

Approved: _____
Supervisor of Leasing Real Estate

LESSOR: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid

By: *J. Pham*
20007

CITY OF CHICAGO

Approved: _____
Corporation Counsel

By: _____
Comptroller

(Continued from 6168)

Rental Schedule B--Fifth (5th) and Fourteenth (14th) Floors.

Fifty-one Thousand Nine Hundred Forty-nine and 17/100 Dollars (\$51,949.17) per month for the period beginning on the 1st day of December, 1987 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of November, 1989;

Fifty-five Thousand Sixty-six and 12/100 Dollars (\$55,066.12) per month for the period beginning on the 1st day of December, 1989 and ending on the 30th day of November, 1990;

Fifty-eight Thousand Three Hundred Seventy-four and 46/100 Dollars (\$58,374.46) per month for the period beginning on the 1st day of December, 1990 and ending on the 30th day of November, 1991;

Sixty-one Thousand Eight Hundred Seventy-four and 19/100 Dollars (\$61,874.19) per month for the period beginning on the 1st day of December, 1991 and ending on the 30th day of November, 1991.

On the fifth (5th) and fourteenth (14) floors only, Lessee shall not be required to pay any monthly rental after execution of lease for the first (1st), second (2nd), third (3rd), fourth (4th), fifth (5th), sixth (6th), thirty-seventh (37th), thirty-eighth (38th), thirty-ninth (39th) months and one-half (1/2) of the forty-ninth (49th) month.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of that part of the demised premises located on the 14th floor of the building to the Lessee's specifications with the Lessor's architect developing plans and drawings consistent with said specifications and which specifications Lessee has approved in writing. It is understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit 1 which is attached hereto and made a part hereof. It is further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit 1 upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any Lessee construction work in addition to those items contained in Exhibit 1 or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike

manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state or federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them which said use is specified in Paragraph R-5 herein below. Lessor shall obtain and pay for licenses and necessary insurance required in connection with specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises.

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a reasonable basis.

Provide and pay for automatic elevator service at all times.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date.

Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Landlord and Tenant hereby waive all claims of recovery from the other party for loss or damage to any of its property to the extent of any recovery collectible under valid and collectible property insurance policies, and each party agrees to have such insurance policies endorsed to provide for a waiver of subrogation by the insurance carrier.

Provide and pay for custodial service as follows:

Service to be provided nightly, five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly:

Empty and damp wipe all ashtrays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Police stairways.

Wash clean all water fountains and coolers, emptying waste water as necessary.

Clean lavatories as follows:

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Twice weekly (Tuesday and Thursday):

Dust all areas with hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Three times weekly (Monday, Wednesday and Friday):

Vacuum all carpeted areas.

Scrub all rest room floors.

Weekly:

Wash booth partitions in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Monthly:

Wash tile walls in lavatories.

Wash all stairways.

Quarterly:

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, thermostats and registers not reached in normal nightly cleaning.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide 24 hour per day security guard.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights and outlets.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or

assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1. Waiver of Certain Claims; Indemnity by Lessee. Except with respect to matters which result from the negligence of Lessor and its beneficiaries and their agents, Lessee releases Lessor and its beneficiaries, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by the Lessee or by any occupant of the premises or the building, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the premises, the building or any part of it, or from any equipment or appurtenance therein, or from any accident in or about the building, or from any act or neglect of any Lessee or other occupant of the building or any part thereof or of any other person, including Lessor's agents and servants. This paragraph shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the premises or the building or any equipment or appurtenance therein, whether belonging to Lessor or to other Lessees or occupants of the building, results from any act or neglect of the Lessee, its employees, agents or invitees, Lessee shall be liable therefor and Lessor may at its option repair such damage and Lessee shall upon demand by Lessor reimburse Lessor for all costs of such repairs and damages in excess of amounts, if any, paid to Lessor under insurance covering such damages. All personal property belonging to the Lessee or any occupant of the premises that is in the building or the premises shall be there at the risk of the Lessee or other person only and Lessor shall not be liable for damage thereto or theft or misappropriation thereof.

Except with respect to matters which result from the negligence of Lessor and its beneficiaries and their agents, Lessee agrees to hold Lessor and its beneficiaries, and their agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the premises arising from Lessee's occupancy of the premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Lessee in or about the premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the term of this lease or due to any other act or omission of the Lessee, its agents or employees.

- R-2. Subordination. Lessor has heretofore and may hereafter from time to time execute and deliver a mortgage or trust deed in the nature of a mortgage, both referred to herein as "mortgage", against the land and building, or any interest

therein, and may sell and lease back the land. If requested by the mortgagee or trustee under any mortgage, or the Lessor of any ground or underlying lease ("Ground Lessor"), Lessee will either (a) subordinate its interest in this lease to said mortgage, and to any and all advances made thereunder and to the interest thereon, or to said ground or underlying lease, or to both, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make Lessee's interest in this lease superior thereto. Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any mortgage or by such Ground Lessor. Lessee covenants it will not subordinate this lease to any mortgage without the prior written consent of the holder of any prior mortgages and any Ground Lessor.

It is further agreed that (a) if any mortgage shall be foreclosed, or if any ground or underlying lease be terminated, (i) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Lessor under this lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the building or land and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the mortgagee or trustee, if the mortgage shall be foreclosed, Lessee will attorn, as Lessee under this lease, to the purchaser at any foreclosure sale under any mortgage or upon request of the Ground Lessor, if any ground or underlying lease shall be terminated, Lessee will attorn as Lessee under this lease to the Ground Lessor, and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Lessor, nor shall this lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any mortgage and of any Ground Lessor.

Should any prospective mortgagee or Ground Lessor require a modification or modifications of this lease, which modification or modifications will not cause an increased cost or expense to Lessee or in any other way materially and adversely change the rights and obligations of Lessee hereunder in the reasonable judgment of Lessee, then and in such event, Lessee agrees that this lease may be so modified and agrees to promptly execute whatever documents are required therefor and deliver the same to Lessor within ten (10) days following the request therefor. Should any prospective mortgagee or Ground Lessor require execution of a short form of lease for recording (containing the names of the parties, a description of the premises, and the term of this lease) or a certification from the Lessee concerning the lease in such form as may be required by a prospective mortgagee or Ground Lessor, Lessee agrees to promptly execute such short form of lease or certificate and deliver the same to Lessor within ten (10) days following the request therefor.

If Lessee fails, within ten (10) days after written demand therefor, to execute and deliver any instruments as may be necessary or proper to effectuate any of the covenants of Lessee set forth above in this Section 17, Lessee hereby makes, constitutes and irrevocably grants Lessor or its beneficiary a Power-of-Attorney

coupled with an interest in the premises to execute and deliver any such instruments for and in the name of Lessee.

- R-3. **Exculpatory Provisions.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Lessor while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Lessor are nevertheless, each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Lessor or for the purpose or with the intention of binding Lessor personally, but are made and intended for the purpose only of subjecting Lessor's interest in the building, the land and the premises to the terms of this lease and for no other purpose whatsoever, and in case of default hereunder by Lessor (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), the Lessee shall look solely to the interests of Lessor in the building and land; that this lease is executed and delivered by Lessor not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; that neither the Lessor nor any of Lessor's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, and no liability or duty shall rest upon Lessor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Lessor, American National Bank and Trust Company of Chicago, a National Banking Association, individually or personally, but only as trustee, under the provisions of a trust agreement dated November 30, 1970, and known as its Trust No. 30503, or against any of the beneficiaries under said trust agreement, or their respective agents, on account of this lease or on account of any representation, warranty, covenant, undertaking or agreement of Lessor in this case contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Lessee and by all persons claiming by, through or under Lessee.
- R-4. In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the reasonable cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-5. **Use of Premises.** Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.

- R-6. Condition and Care of Premises. Lessee's taking possession shall be conclusive evidence against Lessee that the portion of the premises where possession was taken was then in good order and satisfactory condition. No promises except as provided herein of the Lessor to alter, remodel, improve, repair, decorate or clean the premises or any part thereof have been made, and no representation respecting the condition of the premises, the building or the land, in and on which the premises are located, has been made to Lessee by or on behalf of Lessor except to the extent expressly set forth within this lease. Lessor shall improve that portion of the premises located on the 14th floor of the building in accordance with the work letter agreement attached to this lease. This lease does not grant any rights to light or air over or about the property of Lessor. Except for any damage resulting solely from the act of Lessor, and subject to the provisions of Paragraph R-9 hereof, Lessee shall, at its own expense, keep the premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the premises caused by Lessee or any of its employees, agents or invitees, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Lessor and within any reasonable period of time specified by Lessor. If Lessee does not do so promptly and adequately, Lessor may, but need not, make such repairs and replacements and Lessee shall immediately pay Lessor the cost thereof as additional rent.
- R-7. Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-8 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-8 of this lease.
- R-8. Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Lessee.
 - C. To retain at all times, and to use as provided in this lease, pass keys to the premises.
 - D. To grant to anyone the right to conduct any business or render any service in the building, whether or not it is the same as or similar to the use expressly permitted to Lessee by paragraph R- 5.
 - E. To exhibit the premises at reasonable hours during the term; however, said right to exhibit the premises shall only be during the last six (6) months of the term in connection with prospective tenants, and to

decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy at any time after Lessee vacates or abandons premises.

- F. To have access for Lessor and other Lessees of the building to all mail chutes according to the rules of the United States Post Office.
- G. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
- H. To require all persons entering or leaving the building during such hours as Lessor may from time to time reasonably determine to identify themselves to watchmen by registration or otherwise, and to establish their right to enter or leave the building. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- I. To control and prevent access to common areas and other non- general public areas of the building.
- J. To decorate and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for that purpose erect scaffolding and other structures reasonably required by the character of the work to be performed, and in the event of repairs, may enter upon the premises only after thirty (30) days prior notice to Lessee in the event of a non-emergency and no notice if an emergency, and take into and upon or through any part of the building, including the premises, all materials that may be required to make such repairs, and in that connection Lessor may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Lessor, all without the same constituting an eviction of Lessee in whole or in part and without abatement of rent by reason of loss or interruption of the business of Lessee or otherwise and without in any manner rendering Lessor liable for damages or relieving Lessee from performance of Lessee's obligation under this lease; provided, however, that reasonable

access to the premises shall be maintained and the business of Lessee shall not be interfered with unreasonably.

K. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations, if not deemed unreasonable for the operation of their business. The current rules and regulations for the building are attached hereto as Exhibit 2.

R-9. **Untenantability.** If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%)) of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control, but Lessor shall in no event be required to repair and restore if the insurance proceeds actually received by Lessor are insufficient to pay for the full cost of repair and restoration. If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (A) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is able to take possession of the damaged premises and undertake reconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is enabled to take possession of the damaged premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this paragraph R-9, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this paragraph R-9, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

R-10. **Eminent Domain.** If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of

any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

- R-11. Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.
- R-12. Intentionally Omitted.
- R-13. Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.
- C. Submission of this instrument for examination shall not constitute a reservation or option for the premises or in any manner bind Lessor and no lease or obligation on Lessor shall arise until this instrument is signed and delivered by Lessor and Lessee.
- D. The word "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases

where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.

- E. Clauses, plats, and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this lease are a part hereof and in the event of variation of discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any, held by Lessor shall control.
 - F. The Lessor's title is and always shall be paramount to the title of Lessee, and nothing in this Lease contained shall empower Lessee to do any act which can, shall or may encumber the title of Lessor.
 - G. Time is of the essence of this lease and of each and all provisions hereof.
 - H. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
 - I. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.
- R-14. Delivery of Possession. If, after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession of the premises on or before November 15, 1987, except that Lessee shall not be entitled to so terminate the lease in the event Lessor's inability to deliver possession is caused directly or indirectly by Lessee.
- R-15. Lessor. The term "Lessor" as used in this lease means only the owner or owners at the time being of the building of which said premises form a part and the land on which the building is situated, so that in the event of any sale or sales, once or successively, of said land and building, said Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and future obligations of Lessor hereunder and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease; provided, however, that any and all sales of the building shall be made expressly subject to this lease and the rights of the

Lessee hereunder. This lease shall not be affected by such assignment or sale and Lessee agrees to attorn to the purchaser or assignee.

- R-16. Title and Covenant Against Liens. The Lessor's title is and always shall be paramount to the title of the Lessee and nothing in this lease contained shall empower the Lessee to do any act which can or shall encumber the title of the Lessor. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the real property, the building, or the premises or against the Lessee's leasehold interest in the premises and, in case of any such lien attaching, to immediately pay and remove same. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon the real property, building or premises, and any and all liens and encumbrances created by Lessee shall attach only the Lessee's interest in the premises. If any such liens so attached and Lessee fails to pay and remove same within sixty (60) days after written notice, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor, with interest at an annual rate of eighteen percent (18%) from the date of payment, unless a lesser rate shall be the maximum rate permitted by law with respect thereto, shall be deemed to be additional rent due and payable by Lessee at once without notice or demand. Notwithstanding the foregoing, Lessee has the right to contest any lien so long as any contest of a lien stays any foreclosure of such lien and does not result in a default of underlying mortgage.

- R-17. Termination Option. Tenant shall have the option (the "Termination Option") to terminate this lease effective as of a date (the "Termination Date") which is the expiration date of the third year of the Term upon the following terms and conditions:

(a) Tenant gives Landlord written notice exercising the Termination Option on or before the date which is nine months prior to the Termination Date; and

(b) Tenant is not in default under this lease either on the date Tenant exercises the Termination Option, or on the Termination Date.

In the event Tenant timely and properly exercises the Termination Option, the term shall terminate effective as of the Termination Date, rent shall be paid through and apportioned as of the Termination Date, and neither Landlord nor Tenant shall have any rights, estates, liabilities or obligations accruing under this lease after the Termination Date, except such rights and liabilities which, by the terms of this Lease, expressly survive the termination of the term. The Termination Option shall automatically terminate and become null and void upon the failure of Tenant to timely or properly exercise the Termination Option.

- R-18. Rights of Refusal.

(a) Definition. For purposes of this lease, "Expansion Space" shall mean at any time, that portion of the rentable area on the seventh (7th) floor of the building which is not then included in the Premises demised under this lease.

(b) Refusal Rights. With respect to any lease for a lease term commencing on or before the commencement of the last year of the term of this lease, which Landlord hereafter desires to enter into with a third party tenant for either (i) all or any portion of the Expansion Space (excluding any new or renewal lease with any then existing tenant of any portion of the Expansion Space), or (ii) the space described in clause (i) above plus any other space in the building and in such case any such other space shall be deemed part of the Expansion Space as defined herein, Landlord shall give Tenant written notice of such desire (the "Notice") prior to Landlord entering into any lease for such portion of the Expansion Space, which Notice shall specify (1) the portion of the Expansion Space which Landlord desires to lease, (2) the date upon which such portion of the Expansion Space shall be available for occupancy, (3) the annual rate of Base Rent per square foot of Rentable Area which Landlord desires to charge for such portion of the Expansion Space, which base rent shall be quoted for a hypothetical lease having a lease term expiring on the expiration date of the term of this lease, (4) the amount of all rent adjustments to Base Rent which Landlord desires to charge for such portion of the Expansion Space, including without limitation, fixed and/or indexed rent adjustments and rent adjustments for real estate taxes and operating expenses for the building, which rent adjustments shall be quoted for a hypothetical lease having a lease term expiring on the expiration date of the term of this lease, and (5) the concessions (e.g. rent abatements and/or tenant construction allowances), if any, which Landlord is willing to provide to lease such portion of the Expansion Space for a hypothetical lease having a lease term expiring on the expiration date of the term of this lease. Tenant shall then have a right (a "Refusal Right") to include in the Premises all, but not less than all, of the portion of the Expansion Space described in said Notice, upon all of the terms set forth in said Notice, and for a term which is co-terminous with the term of this lease, upon the following terms and conditions:

(y) Tenant shall give Landlord written notice of its election to exercise a Refusal Right within five (5) days after Landlord gives Tenant the applicable Notice for such Refusal Right; and

(z) Tenant is not in default under this lease either on the date Tenant exercises such Refusal Right or, unless waived in writing by Landlord, on the proposed commencement date of the lease term for such portion of the Expansion Space.

If Tenant does not timely or properly exercise any Refusal Right, Landlord may at any time within 240 days thereafter, lease the applicable portion of the Expansion Space to any tenant for such rental as is not substantially more favorable to the tenant than that set forth in the applicable Notice, and for such lease term and upon such other terms and provisions as Landlord may elect, without again complying with the provisions of this Section 7 and affording Tenant the right to

again exercise a Refusal Right with respect to the applicable portion of the Expansion Space.

(c) Amendment. If Tenant exercises a Refusal Right, Landlord and Tenant shall execute and deliver an amendment to this lease reflecting the lease by Landlord to Tenant of the applicable portion of the Expansion Space on the terms provided above, which amendment shall be executed and delivered promptly after Landlord gives the applicable Notice to Tenant.

(d) Termination. Each Refusal Right shall automatically terminate upon the earlier to occur of (1) the expiration or termination of this lease, (2) the termination of Tenant's right to possession of the Premises, (3) the assignment of this lease by Tenant, (4) the sublease by Tenant of all or part of the Premises, or (5) the failure of Tenant to timely or properly exercise such Refusal Right.

R-19. Painting, Carpet Cleaning and Ballasts.

A. Upon not less than 60 days' prior written request from Tenant given before January 1, 1988, Landlord, at its expense, agrees to (i) repaint the painted surfaces in Suites 500, 501, 703 and 704 with one coat of building standard paint selected by Tenant (one color per room or area), (ii) shampoo the carpet in Suites 500 and 501.

B. Upon not less than 60 days' prior written request from Tenant given after January 1, 1990 but before March 1, 1990, and provided that Tenant does not exercise the Termination Option (as described in R-17), Landlord, at its expense, agrees to shampoo the carpet in Suites 703 and 704.

C. Upon not less than 60 days' prior written request from Tenant given after November 1, 1990 but before November 1, 1991, and provided that Tenant does not exercise the Termination Option (as described in R-17), Landlord, at its expense, agrees to (i) repaint the painted surfaces in Suite 1408 with one coat of building standard paint selected by Tenant (one color per room or area), and (ii) shampoo the carpet in Suites 500, 501 and 1408.

D. Landlord, at its expense, agrees to replace, as necessary, ballasts in the light fixtures located in Suite 1408 throughout the entire term of this lease.

[Exhibit 1 attached to this agreement not available at time of printing.]

[Exhibit 2, Exhibit A, Work Letter Agreement (pages D-1 through D-3) and Schedule 1 printed on pages 6185 through 6197 of this Journal.]

*Exhibit "2".**Rules And Regulations.*
(Page 1 of 5)

Heitman Centre.

1. Access to Building: On Saturdays (except from 8:00 A.M. to 1:00 P.M.), Sundays and legal holidays and on other days between the hours of 6:00 P.M. and 8:00 A.M. the following day, access to the Building and/or to the halls, corridors, elevators or stairways in the Building may be restricted and access gained by use of a key to the outside doors of the Building. Landlord may from time to time establish security controls for the purpose of regulating access to the Building. Tenant shall abide by all such security regulations so established.

2. Protecting Premises: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all utilities in the Premises. Tenant assumes full responsibility of protecting the Premises from theft, robbery and pilferage, other than any intentional act or negligence of Landlord or its agents.

3. Building Directories: The directories of the Building shall be used exclusively for the display of the name and suite number of the Tenants only and the initial directory listing for each new Tenant will be provided at the expense of the Landlord. The number of listings for each Tenant shall be determined at the sole discretion of Landlord, which amount Landlord reserves the right to modify from time to time. Changes or additions in the directory listings requested by the Tenant after the initial occupancy will be submitted to the Landlord for approval and, if approved, will be provided at the expense of the Tenant.

4. Large Articles: Furniture, freight and other large or heavy articles may be brought into the Building only at times and in the manner designated by Landlord, and always at Tenant's sole responsibility. All damage done to the Building by moving or maintaining such furniture, freight or articles shall be repaired at the expense of Tenant. All furniture, equipment, cartons and similar articles desired to be removed from the Premises or the Building shall be listed by Tenant with Landlord and a removal permit therefor shall first be obtained from Landlord.

5. Signs: Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Building, or on any part of the inside of the Premises which can be seen from the outside of the Premises, without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing. Landlord reserves the right to remove, at Tenant's expense, all matter other than that above provided for without notice to Tenant.

EXHIBIT 2 RULES AND REGULATIONS/DEPARTMENT OF LAW
(Page 2 of 5)

6. Advertising: Tenant shall not (i) use the name "LaSalle Plaza" for any purpose other than Tenant's business address, (ii) use the name "LaSalle Plaza" for Tenant's business address after Tenant vacates the Premises, (iii) use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence or (iv) represent itself as being associated with "LaSalle Plaza."

7. Compliance with Laws: Tenant shall comply with all applicable laws, ordinances, governmental order or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises which directly or indirectly is forbidden by law, ordinance, governmental regulation or order or direction of applicable public authority, or which may be dangerous to person or property.

8. Hazardous Materials: Tenant shall not use or permit to be brought into the Premises or the Building any flammable oils or fluids, or any explosive or other articles deemed hazardous to persons or property, or do or permit to be done anything in or upon the Premises, or bring or keep anything therein which shall not comply with all rules, orders, regulations or requirements or any organization, bureau, department or body having jurisdiction with respect thereto (and Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall increase the rate of insurance on the Building, its appurtenances, contents or operation.

9. Defacing Premises and Overloading: Tenant shall not in any manner deface or damage the Building. Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices shall not be placed in or about the outside windows in the Premises, except to the extent, if any, that the character, shape, color, material and make thereof is approved by Landlord, and Tenant shall not do any painting or decorating in the Premises or install any floor coverings in the Premises or make, paint, cut or drill into, drive nails, screws or other fasteners into or in any way deface any part of the Premises or Building without in each instance obtaining the prior written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises in excess of 48 pounds per square foot live load therefor, or any facility in the Building or any public corridors or elevators therein bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of Tenant of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

EXHIBIT 2 RULES AND REGULATIONS/DEPARTMENT OF LAW
(Page 3 of 5)

10. Obstruction of Public Areas: Tenant shall not take or permit to be taken in or out of other entrances of the Building, or take or permit on other elevators, any item normally taken in or out through service doors or in or on freight elevators; and Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in place or store anything in, or obstruct in any way, any sidewalk, court, passageway, entrance or shipping area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Building employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, elevators, escalators, stairways, corridors, halls and roofs are not for the use of the general public and Tenant shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant deals within the normal course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor any employee or invitee of Tenant shall enter into areas reserved for the exclusive use of Landlord, its employees or invitees.

11. Additional Locks: Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant. Upon termination of Tenant's lease or of Tenant's possession, Tenant shall surrender all keys to the Premises.

12. Communication or Utility Connections: If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current without the advance written consent of Landlord, and Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electrical wiring in the Building and the Premises and the needs of other tenants of the Building, and shall not in any event connect a greater load than such safe capacity.

13. Office of the Building: Service requirements of Tenant will be attended to only upon application at the Office of the Building. Employees of Landlord shall not perform any work or do anything outside of their duties unless under special instructions from Landlord. Except with prior approval of Landlord, all cleaning repairs, janitorial, decorating, painting or other services and work in and about the Premises shall be done only by authorized Building personnel.

EXHIBIT 2 RULES AND REGULATIONS/DEPARTMENT OF LAW**(Page 4 of 5)**

14. Outside Services: Tenant shall not obtain for use in or upon the Premises ice, drinking water, towel and other similar services, except from persons authorized by Landlord and at the hours and under regulations fixed by Landlord.

15. Toilet Rooms: The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant if Tenant, or its employees or invitees, shall have caused it.

16. Intoxication: Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

17. Vending Machines: No vending machines of any description shall be installed, maintained or operated without the written consent of Landlord.

18. Nuisances and Certain Other Prohibited Uses: Tenant shall not (i) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning apparatus in or about the Premises, (ii) carry on any business in or about the Premises or Building or sell any article, thing or service except those ordinarily embraced within the permitted use of the Premises specified in Tenant's Lease, (iii) use the Premises for housing, lodging or sleeping purposes, (iv) permit preparation of food in the Premises, (v) place any radio or television antennae on the roof or on or in any part of the inside or outside of the Building other than the inside of the Premises, (vi) operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, (vii) use any illumination or power for the operation of any equipment or device other than electricity, (viii) operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere, (ix) bring or permit to be in the Building any bicycle or other vehicle, or dog (except in the company of a blind person) or other animal or bird, (x) make or permit any objectionable noise or odor to emanate from the Premises, (xi) disturb, solicit or canvass any occupant of the Building, (xii) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Building, (xiii) throw or permit to be thrown or dropped any article from any window or other opening in the Building, (xiv) permit picketing or other union activity involving its employees in the Building, except in those locations and subject to time and other limitations as to which Landlord may give prior written consent, (xv) affix any floor covering to any floor in the Premises by means of glue or other adhesives without Landlord's prior written consent, or (xvi) enter into or upon the roof or basement of the Building or any storage, heating, ventilation, air conditioning, mechanical or elevator machinery housing area.

**EXHIBIT 2 RULES AND REGULATIONS/DEPARTMENT OF LAW
(PAGE 5 OF 5)**

19. Waste: Tenant shall not waste electricity, water, heat or air conditioning and agrees to cooperate fully with Landlord to assure the most effective and energy efficient operation of the Building heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized Building personnel) of any controls. Tenant shall keep corridor doors closed and shall not open any windows, except that if the air circulation shall not be in operation, windows which are openable may be opened with Landlord's consent. Finally, Tenant shall ensure that window coverings are closed on all windows in the Premises while they are exposed to the direct rays of the sun.

20. Keys: Tenant, upon termination of its tenancy, shall deliver to Landlord all the keys of offices, rooms, toilet rooms which have been furnished Tenant or which Tenant shall have had made, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

21. Removal of Items: Prior to removing furniture, equipment or other items from the Building, Tenant must submit a written list of such items and obtain approval thereof from the Office of the Building.

Exhibit "A"

Description and Floor Plan of Premises

HEITMAN CENTRE

Department Of Law.

(Page 2 Of 3)

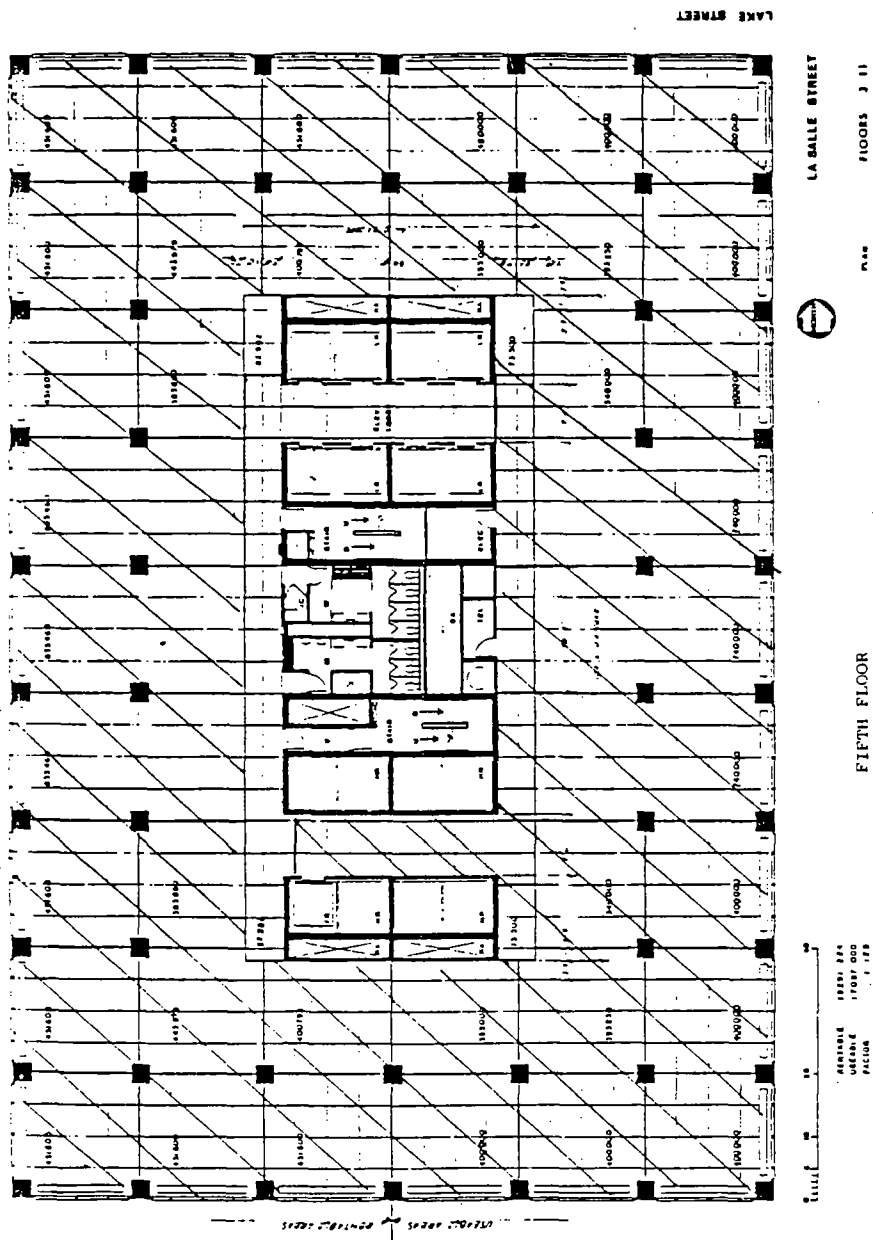
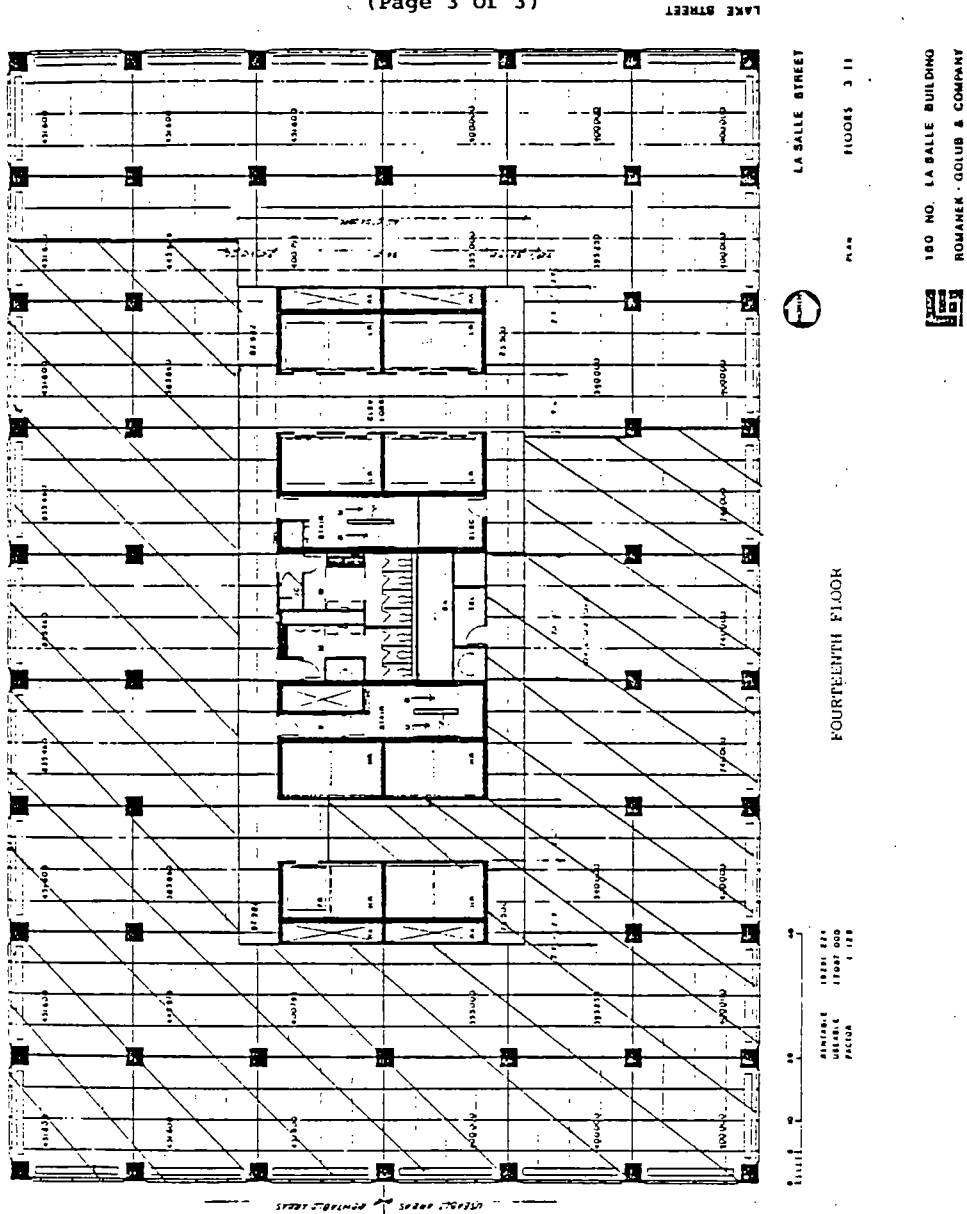


Exhibit "A"
Description and Floor Plan of Premises

HEITMAN CENTRE

Department Of Law.

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Work Letter Agreement/Department Of Law

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September 9, 19 87

TO: City of Chicago, Department of Law

Gentlemen:

Re: Premises Located At:

180 N. LaSalle Street.Fourteenth Floor

Simultaneously with the execution of this Work Letter Agreement, you ("Tenant") and the undersigned ("Landlord") are entering into a lease (the "Lease") pertaining to inter alia the space referred to above (the "Premises").

In consideration of the covenants contained in this Work Letter Agreement and in the Lease, Landlord and Tenant agree as follows:

Tenant's
Plans

*dated January 27,
1987 (as revised
February 9, 1987)

1. Tenant desires Landlord to perform certain leasehold improvement work (the "Work") in the Premises. Tenant has furnished to Landlord a plan ("Tenant's Plan") for the Work, a copy of which is attached hereto as Schedule 1. Not later than August 8, 1987, Tenant shall furnish to Landlord such additional plans, drawings, specifications and finish details in sufficient detail to enable Landlord's architects and engineers to prepare the Working Drawings (as defined in Paragraph 2 below), including a final telephone layout and special electrical connection requirements, if any. The Work and all plans, drawings and specifications to be furnished by Tenant shall be subject to Landlord's approval, which Landlord agrees will not be unreasonably withheld. Approval by Landlord of the Work and Tenant's Plan shall not constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises.

Working
Drawings

2. If necessary for the performance of the Work, Landlord shall prepare final Working Drawings and specifications for the Work (the "Working Drawings") based upon the plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord under Paragraph 1 above. Tenant shall pay the cost of preparation of the Working Drawings related to all above or non Building Standard Work. Tenant shall approve the Working Drawings within three (3) days after receipt of same from Landlord.

Performance
of the Work

3. ~~Except as hereinafter provided to the contrary, Landlord, at its expense, shall perform that portion of the Work shown on the Working Drawings which is listed on Schedule 2 attached to this Work Letter Agreement (which for purposes of this Work Letter Agreement are hereinafter referred to as "Building Standards"). Any portion of the Work other than that included in Building Standards shall be performed by Landlord at Tenant's sole expense. Tenant shall also pay any additional expenses incurred by Landlord in connection with the installation of Building Standard items, which additional expenses result from any special work, materials, finishes or installations required by Tenant or from any delays in the Work occasioned by Tenant. Tenant shall not be entitled to any credit or payment from Landlord for Building Standards not utilized by Tenant.~~

Payment

4. Prior to commencing the Work, Landlord will submit to Tenant a written statement of the cost of that portion of the Work to be paid for by Tenant, which cost shall include a 15% add-on charge for Landlord field supervision, administration and overhead, ~~and a 5% add-on charge for general conditions.~~ Tenant agrees, within three (3) days after submission to it of such statement of cost, to execute and deliver to Landlord, in the form then in use by Landlord, an authorization to proceed with that portion of the Work to be paid for by Tenant, and Tenant shall also then pay to Landlord the amount set forth in Landlord's statement. Delays in the performance of the Work resulting from the failure of Tenant to comply with the provisions of the preceding sentence shall be deemed to be delays

Landlord, at its expense, agrees to perform the Work shown on Tenant's Plan and the Working Drawings. Tenant shall pay any increases in the cost of the Work resulting from any changes in Tenant's Plan or the Working Drawings hereafter requested by Tenant and approved by Landlord or from any delays in the performance of the Work caused by Tenant. Tenant shall not be entitled to any payments or credits for any decreases in the cost of the Work resulting from any reason.

Work Letter Agreement/Department Of Law

(Page 2 Of 3)

caused by Tenant. No Work shall be commenced until Tenant has fully complied with the preceding portions of this Paragraph 4.

Substantial
Completion

5. Landlord shall cause the Work to be "substantially completed" on or before the commencement of the Term, subject to delays beyond the reasonable control of Landlord and as defined in Paragraph 6 of this Work Letter Agreement. The Work shall be considered "substantially completed" for all purposes under this Work Letter Agreement and the Lease if and when the architect of Landlord who prepares the Working Drawings issues a written certificate to Landlord and Tenant, certifying that the Work has been completed (except for minor finish-out and "punchlist" items) in substantial compliance with the Working Drawings, or when Tenant first takes occupancy of the Premises, whichever first occurs. If the Work is not substantially completed on or before the commencement of the Term by reason of any delay (other than a delay specified in Paragraph 6 below), this Lease shall remain in effect, Landlord shall have no liability to Tenant as a result of any delay in occupancy, the date for commencement of the Term shall be extended (subject to Paragraph 6 below) to the date on which the Work is substantially completed, but the expiration date of the Term shall not be extended.

Tenant
Delays

6. There shall be no extension of the commencement date of the Term (as permissibly extended under Paragraph 5 above) if the Work has not been substantially completed on said date by reason of any delay attributable to Tenant, including without limitation:

(i) the failure of Tenant to furnish all plans, drawings, specifications, finish details or the other information required under Paragraph 1 above on or before the date stated in Paragraph 1;

(ii) the failure of Tenant to comply with the requirements of Paragraph 4 above;

(iii) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards;

(iv) the performance of any other work in the Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work; or

(v) any other act or omission of Tenant.

Additional
Work

7. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Work specified in the Working Drawings (the "Additional Work"), Landlord may, at its election, perform the Additional Work, at Tenant's sole cost and expense. Prior to commencing any Additional Work requested by Tenant, Landlord shall submit to Tenant a written statement of the cost of such Additional Work which cost shall include a 15% add-on charge for Landlord field supervision, administration and overhead and a 5% add-on charge for general conditions, and a proposed Tenant Extra Order (the "TEO") for Additional Work in the standard form then in use by Landlord. If Tenant shall fail to enter into said TEO within one (1) week after Tenant's receipt thereof, Landlord shall proceed to do only the Work specified in the Working Drawings. Tenant agrees to pay to Landlord, concurrently with its execution of the TEO, the entire cost of the Additional Work as shown in the statement delivered by Landlord.

Tenant
Access

8. Landlord, in Landlord's discretion and upon request by Tenant, may grant to Tenant and Tenant's agents a license to enter the Premises prior to the date designated in the Lease for the commencement of the Term in order that Tenant may do other work required by Tenant to make the Premises ready for Tenant's use and occupancy. It shall be a condition to the grant by Landlord and continued effectiveness of such license that:

(a) Tenant shall give to Landlord not less than five (5) days' prior written notice of its request to have such access to the Premises, which notice shall contain and/or shall be accompanied by: (i) a description of and schedule for the work to be performed by those persons and entities for whom and which such access is being requested; (ii) the names and

Work Letter Agreement/Department Of Law

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addresses of all contractors, subcontractors and material suppliers for whom and which such early access is being requested and the approximate number of individuals, itemized by trade, who will be present in the Premises; (iii) copies of all contracts pertaining to the performance of the work for which such early access is being requested; (iv) copies of all plans and specifications pertaining to the work for which such access is being requested; (v) copies of all licenses and permits required in connection with the performance of the work for which such access is being requested; (vi) certificates of insurance (in amounts satisfactory to Landlord and with the parties identified on Exhibit "C" named as additional insureds) and instruments of indemnification against all claims, costs, expenses, damages and liabilities which may arise in connection with such work; and (vii) assurances of the availability of funds sufficient to pay for all such work. All of the foregoing shall be subject to Landlord's approval, which shall not be unreasonably withheld.

(b) Such early access shall be subject to scheduling by Landlord.

(c) Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord and Landlord's agents in performing the Work and any Additional Work in the Premises, Landlord's work in other premises and in common areas of the Building, or the general operation of the Building. If at any time such entry shall cause or threaten to cause such disharmony or interference, including labor disharmony, Landlord may withdraw such license upon twenty-four (24) hours' prior written notice to Tenant.

Any such entry into and occupation of the Premises by Tenant shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, excluding only the covenant to pay Rent and specifically including the provisions of Section 11 thereof. Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's work or installations made in the Premises or to property placed therein prior to the commencement of the Term, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or to any portion of the Work caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. In the event the performance of the work by Tenant, its agents, employees or contractors causes extra costs to Landlord or requires the use of elevators during hours other than 8:00 a.m. to 4:30 p.m. on Monday through Friday (except holidays), Tenant shall reimburse Landlord for the entire extra cost and the cost incurred by Landlord for the engineers or operators under applicable union regulations or contracts.

9. The terms and provisions of the Lease, insofar as they are applicable to this Work Letter Agreement, are hereby incorporated herein by reference.

10. All amounts payable by Tenant to Landlord hereunder shall be deemed to be Rent under the Lease and upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

TENANT: THE CITY OF CHICAGO, a municipal corporation, acting through its Dept. of Law

LANDLORD: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee, as aforesaid

By: _____

By: *[Signature]*

Title: _____

Title: 2nd VP

D50784

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for the purpose of recording the same in the Public Records of Cook County, Illinois, and for the purpose of recording the same in the Public Records of Cook County, Illinois, and for the purpose of recording the same in the Public Records of Cook County, Illinois.

Schedule 1/Department Of Law
(Page 1 Of 2)

Lease Termination Agreement attached to this rider reads as follows:

Lease Termination Agreement.

This Agreement is made this _____ day of September, 1987, by and between American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated November 30, 1970, and known as Trust No. 30503 ("Landlord") and the City of Chicago, a municipal corporation ("Tenant").

Witnesseth:

A. Landlord and Tenant entered into a certain lease dated April 11, 1984 ("Lease A") whereby Landlord leased to Tenant certain premises consisting of 7,954 square feet of rentable area in Suite 501 on the 5th floor of that certain office building (the "Building") located at 180 North LaSalle Street, Chicago, Illinois and known as Heitman Centre, for the term expiring on June 14, 1989.

B. Landlord and Tenant entered into a certain lease dated February 4, 1985 ("Lease B") whereby Landlord leased to Tenant certain premises consisting of 11,337 square feet of rentable area in Suite 500 on the 5th floor of the Building, for a term expiring on June 14, 1989.

C. Landlord and Tenant entered into a certain lease dated June 21, 1985 ("Lease C") whereby Landlord leased to Tenant certain premises consisting of 4,829 square feet of rentable area in Suite 704 and 1,671 square feet of rentable area in Suite 703 on the 7th floor of the Building, for a term expiring on June 14, 1989 (Lease A, Lease B and Lease C hereinafter collectively are referred to as the "Leases").

D. Landlord and Tenant have concurrently herewith entered into a new lease (the "New Lease") consolidating the Leases into one lease and leasing to Tenant certain additional premises (the "New Premises") consisting of 13,519 square feet of rentable area on the 14th floor of the Building. The New Lease shall commence on December 1, 1987, but which commencement date is subject to extension as provided in the New Lease.

E. Landlord and Tenant desire to terminate the Leases effective as of the date (the "Termination Date") which is the day immediately preceding the commencement date of the term of the New Lease.

Now, Therefore, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows. All defined terms used herein shall have the same meanings as are ascribed to such terms in the Leases.

1. Termination. Subject to the provisions of Paragraph 2 below, the Leases are terminated effective as of the Termination Date. Tenant shall pay Landlord when due

under the Leases all Rent accruing under the Leases through the Termination Date. Neither Landlord nor Tenant shall have any rights, obligations, estates or liabilities under the Leases, or any of them, accruing after the Termination Date, except as expressly set forth herein or in the Leases, including, without limitation, the provisions of Sections 2(e) and 8 or Rider B to each of the Leases.

2. Past Due Rent. It shall be a condition to the termination of the Leases that Tenant shall pay to Landlord concurrently with the execution of this Agreement all delinquent Rent owing by Tenant to Landlord under the Leases, as determined by Landlord.

3. No Waiver. Nothing contained herein shall constitute any waiver by Landlord of any rights, claims or actions against Tenant accruing under the Leases prior to the Termination Date.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

In Witness Whereof, this Agreement is executed as of the day and year aforesaid.

[Signature forms omitted for printing purposes.]

—
2600 West Diversey Avenue/Department Of Health.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Amalgamated Trust and Savings Bank as Trustee, under Trust No. 2921 dated October 1, 1975, as Lessor, for approximately 7,475 square feet of office space on the 2nd floor, located at 2600 West Diversey Avenue for the Department of Health as Lessee; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 6200 of this Journal.]

SECTION 2. This ordinance shall be effective from and after date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

(Continued on page 6201)

LEASE- No. 10020

Form C O. No. 18

City of Chicago

This Agreement, Made this..... day of.....
 A. D. 19..... between Amalgamated Trust and Savings Bank as Trustee, under Trust #2921 dated October 2, 1975
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:
 Witnesseth: That the Lessor doES hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 7,475 square feet of office space on the second (2nd) floor located at 2600 West Diversey for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July
 A. D. 19 87, and ending on the 30th day of June A. D. 1990. Lessee has the right to terminate this lease upon 180 days prior written notice to Lessor at address cited herein

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Morey Misles, 6400 N. Cicero Avenue, Unit 407, Lincolnwood, IL 60646 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof
 For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof
 Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor's

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

**For Responsibilities of Lessor
 and Lessee See Rider "C" Attached
 Hereto and Made a Part Hereof**

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:
 Supervisor of Leasing

Real Estate Counsel

Real Estate

BY:

Amalgamated Trust and Savings Bank
 as Trustee, under Trust #2921 dated
 October 2, 1975

CITY OF CHICAGO

By:

Comptroller,

Approved:
 Commissioner, Department of Health

(Continued from page 6199)

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Supervisor of Leasing, Real Estate, Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Five Thousand Seven Hundred and 00/100 Dollars (\$5,700.00) per month for the period beginning on the 1st day of July, 1987 and ending the 30th day of June, 1988;

Six Thousand and 00/100 Dollars (\$6,000.00) per month for the period beginning on the 1st day of July, 1988 and ending on the 30th day of June, 1989;

Six Thousand One Hundred Twenty-five and 00/100 Dollars (\$6,125.00) per month for the period beginning on the 1st day of July, 1989 and ending on the 30th day of June, 1990.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to Morey Misles, 6400 North Cicero, Unit 407, Lincolnwood, Illinois.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Remove graffiti from front of building prior to execution of lease.

Provide and pay for heat whenever required for comfortable occupancy; maintain plants and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning and maintain same in good operable condition.

Provide and pay for weekly scavenger service.

Provide and pay for exterminator service on a monthly basis, or as needed.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and pay for window washing semi-annually.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain interior and exterior of building, including all mechanical components.

Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage which shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Pay for electricity as metered for outlets.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs of services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have repairs or supply the maintenance or services itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by

providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver by Lessee of subsequent breach caused by the Lessor or any right created thereby.

North Park Village/Chicago Park District.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the City of Chicago, as Lessor, for approximately 24 acres of land located at Peterson Park in North Park Village, for use by the Chicago Park District as Lessee, such lease to be approved by the Commissioner of the Department of Public Works and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease agreement attached to this ordinance reads as follows:

*Lease Agreement Between The Chicago Park District And
The City Of Chicago.*

This Agreement, made and entered into this ____ day of _____ A.D., 19____, by and between the Chicago Park District, a body politic and corporate, hereinafter referred to as the "District," and the City of Chicago, a body politic and corporate, hereinafter referred to as the "City".

Witnesseth:

Whereas, within the District, there is a scarcity of recreational areas and facilities in certain communities; and

Whereas, the City is the owner of a recreational facility commonly known as Peterson Park, hereinafter referred to as "the Premises" in a community of the City of Chicago, commonly known as North Park Village; and

Whereas, the District and the City are aware of their responsibilities to the public and desire to cooperate with each other by making the Premises available for use by the District for recreational purposes in the manner and under the terms and conditions of the Agreement.

Now, Therefore, in consideration of the Premises and of the mutual covenants and agreements, provisions and conditions hereinafter set forth, the District and the City agree as follows:

1. Description Of Leased Premises.

The City hereby leases to the District upon the terms and covenants and conditions herein contained the Premises which is more particularly described as follows:

Beginning at the southwest corner of N. Central Park Avenue and West Peterson Avenue; thence west 680 feet; thence generally south along a meandering line as shown on the attached Exhibit A to a point 1,165 feet south of W. Peterson Avenue and 800 feet west of N. Central Park Avenue; thence generally east along a meandering line as shown on the attached Exhibit A to a point on the west line of N. Central Park Avenue 1,280 feet south of the south line of W. Peterson Avenue; thence north to the place of beginning in the southwest quarter of Section 2, Township 40 North, Range 13 east of the Third Principal Meridian.

2. Rent.

The District shall pay to the City at the Office of the City Comptroller, within ten (10) days after execution of lease, the sum of Ten Dollars (\$10.00) as rent for the use of the Premises during the term of this Agreement.

3. Recreational Programs Provided By The District.

The District agrees to provide an outdoor program of recreation consisting of athletics, games, and other similar activities at the Premises during the term of this Agreement.

4. Maintenance And Supervision By The District.

The District shall furnish such personnel as is reasonable and necessary to perform the services required to operate the recreational programs set forth in paragraph 3 above. It is specifically understood that all District recreational programs shall be supervised by District employees.

In addition, the District shall operate and maintain the Premises in good order and repair during the term of this Agreement at no cost or expense to the City. The District has examined the Premises and acknowledges that the same have been received in good order and repair.

5. Improvements.

No alterations, additions or improvements of any kind shall be made by the District to the Premises without the express written consent of the City.

6. Access.

The City shall have the right at any time but not the obligation to inspect the Premises to assure that there has been compliance with the terms of this Lease Agreement by the District.

7. Hold Harmless.

The District shall at all times during the term of this Agreement or any extension thereof, hold harmless the City, its officers, agents and employees from and against any and all actions, claims, demands, damages, liabilities, costs and expenses (including attorney's fees and litigation expenses) sustained or incurred by reason of any negligent act or negligent omission of the District, arising from or incidental to or growing out of the performance of its obligations pursuant to the terms and conditions of this Agreement.

8. Loss Of Use For Causes Beyond Control.

Neither party to this Agreement shall be responsible for the obligations undertaken by it where it becomes impossible or impractical to perform the obligations hereunder due to any cause beyond its control, including but not limited to, acts of God, inevitable accidents, acts or restrictions of the government and strikes or labor disturbances.

9. Term.

This Agreement shall become effective upon execution of lease, and shall continue in force for a term of ten years.

10. Compliance With The Law By The District.

It is expressly understood and agreed by the parties that the District shall conduct all its operations pursuant to the terms and conditions of this Agreement in full compliance with all applicable laws, including ordinances of the City.

11. Amendments.

No amendment, renewal or modification of any of the provisions herein contained shall be binding upon the parties unless made in writing and signed on behalf of the parties by duly authorized agents of the City and the District.

12. Partial Invalidity.

Any provision of this Agreement which is deemed invalid or unenforceable shall be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions herein.

13. Modification.

This writing contains the entire Agreement of the parties. No representations have been made or relied upon by either party, other than those that are expressly set forth herein.

14. Assignment And Delegation.

The District shall not assign, transfer or sublet, any rights or privileges or delegate any duties hereunder without the express written consent of the City.

15. Notices.

All notices pertaining to this Agreement shall be in writing and shall be transmitted either in person or by delivery through the United States Postal Service first class mail, postage prepaid as follows:

To The District

Chicago Park District
Executive Vice President
425 East McFetridge Drive
Chicago, Illinois 60605

To The City

Supervisor of Leasing
Department of Finance
Real Estate Division
320 North Clark Street, Room 505
Chicago, Illinois 60610

16. Governing Laws.

This Agreement shall be governed by and construed according to the laws of the State of Illinois. If it should appear that any of the terms hereof are in conflict with any applicable law then the terms of this Agreement which may conflict with such law shall be deemed inoperative and null and void in so far as they may be in conflict therewith.

17. Authority.

The District and the City represent and warrant that all necessary action has been taken to approve the execution of this Agreement by the appropriate officers and agents of the City and the District.

18. Multiple Counterparts.

This Agreement has been executed in multiple counterparts each of which shall, for all purposes, constitute a duplicate original.

19. Cancellation Provision.

The District or the City can cancel this lease with one (1) year prior written notice anytime after sixty (60) months from execution of lease.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this lease agreement printed on
page 6208 of this Journal.]

Mundelein College.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as Lessor, a lease from the Mundelein College, as Lessee, that portion of West Devon Avenue east of North Sheridan Road which consists of approximately 16,939 square feet, to be used as an open park area; to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

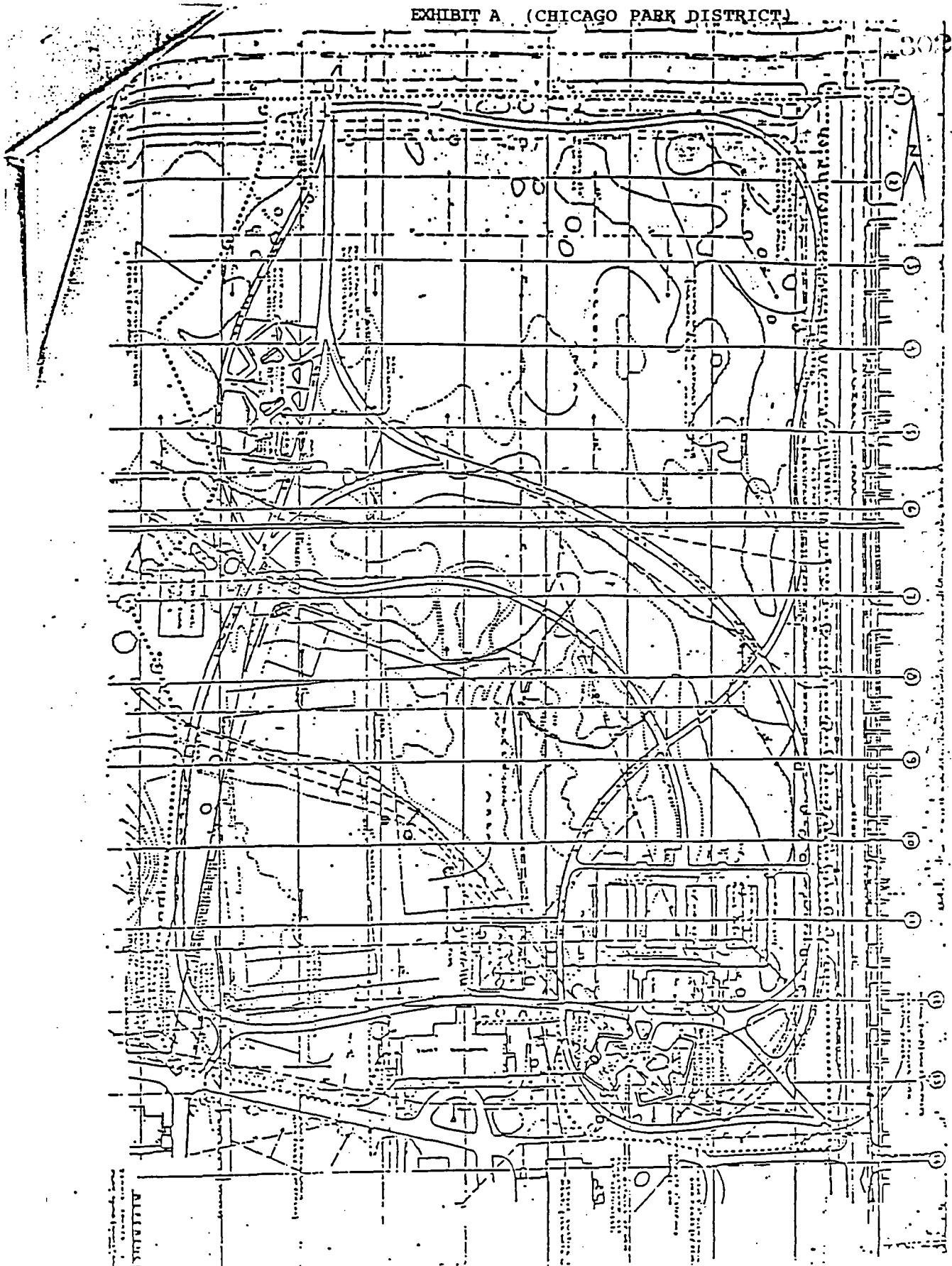
Lease agreement attached to this ordinance reads as follows:

*Lease Agreement Between The
City Of Chicago And The Mundelein College.*

This Indenture made in the City of Chicago, County of Cook, State of Illinois, on the _____ day of _____, 1987, by and between the City of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as "Grantor" and the Mundelein College, or its successors or assigns, hereinafter referred to as "Grantee."

(Continued on page 6209)

EXHIBIT A (CHICAGO PARK DISTRICT)



(Continued from page 6207)

Witnesseth:

The Grantor, for and in consideration of the terms and conditions, both general and special, hereinafter contained does hereby grant to Grantee a lease of Grantor's right, title and interest in the public right-of-way (that portion of West Devon Avenue east of North Sheridan Road) for a period of ten (10) years, cancellable upon appropriate notice from the Grantor. The legal description is as follows:

That Part Of West Sheridan Road (Formerly West Devon Avenue) Lying East Of The East Line Of North Sheridan Road, As Widened, Extended North To The North Line Of West Sheridan Road, Said East Line Of North Sheridan Road, As Widened, Being The East Line Of The West Fourteen (14) Feet Of Lot One (1) In Block One (1) Of Cochran's Second (2nd) Addition To "Edgewater," Being East Fractional One Half (1/2) Of Section Five (5) Township Forty (40) North, Range Fourteen (14) East Of The Third Principal Meridian In Cook County, Illinois, Except The West One Thousand, Three Hundred, Twenty (1,320) Feet Of The South One Thousand, Nine Hundred, Thirteen (1,913) Feet Thereof, And The Right Of Way Of The Chicago, Evanston And Lake Superior Railroad Company.

Said property is hereinafter referred to as the "leased premises."

The Grantor has requested a permit from the Chicago Park District with respect to any rights which said Park District may have in connection with the leased premises and any property adjacent thereto.

It Is Hereby Mutually Covenanted And Agreed, that this Lease Agreement for ten (10) years is made upon the foregoing and the following agreements, conditions, covenants and limitations; namely:

1. The Grantor shall, subject to the availability of funds, construct a new seawall at Devon Avenue in accordance to the General Plan dated June 19, 1985 consisting of three (3) pages and attached hereto as Exhibit A and incorporated herein by reference.
2. The Grantor shall, after completion of the construction of the seawall, back fill to grade level the area between the seawall bulkhead to the east line of North Sheridan Road.
3. As a condition to the commencement of the lease term, the Grantee shall apply for and obtain any necessary permits from the Park District and Grantor shall cooperate in securing such permits and any other necessary governmental permits, consents and approvals.

4. Grantee shall pave any walkways on the leased premises and landscape the leased premises, including placement of topsoil, grading, seeding and placement of trees, flowers, shrubs and any fence; subject to the approval of the City architect which approval shall not be unreasonably withheld.

5. The Grantee shall be responsible for the landscaping, maintenance and security of the leased premises including grass, shrub clipping, debris removal, leaf removal and snow plowing of the walkways for the duration of this agreement.

6. Grantee agrees that the space, areas and privileges herein granted and conferred are to be used and occupied by Grantee as open area in connection with its operation as a school, and Grantee shall have the right to limit and control access to the leased premises, including the right to install fences on the leased premises.

7. Grantee expressly understands that under the terms of this lease no structural or building improvements may be placed or constructed upon the leased premises and that improvements are limited to fences, lights, walkway paving and landscaping.

8. The Grantee shall not assign, sublet or transfer this agreement nor any of the rights or privileges granted hereby except to a successor not-for-profit corporation acquiring all or substantially all of Grantee's assets, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein, without prior approval of said Grantor, which approval shall not be unreasonably withheld.

9. The Grantee agrees to indemnify, keep safe and harmless the Grantor, its officers, agents and employees, of and from all liability, lien, judgment, cost, damage and expense of whatsoever kind and nature which may in any way be suffered by the Grantor or its officers, agents or employees, by reason of or in consequence of any act or thing done or suffered and omitted to be done during the term of and under the grant of this Lease by the Grantee; and the Grantee further covenants and agrees that in case any action or actions, suit or suits, shall be commenced against the Grantor growing out of the occupation of the leased premises by the Grantee, the Grantor may given written notice of the same to the Grantee and thereafter the Grantee shall attend to the defense of the same and save and keep harmless the Grantor from all expense, counsel fees, costs, liabilities, disbursements, recoveries, judgment and executions in any manner growing out of, pertaining to or connected therewith.

10. Grantee, at the expense of Grantee, shall keep in force, during the term of this lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as reasonably determined and directed by the Comptroller of the City of Chicago or Supervisor of Leasing for the protection of Grantor. Insurance requirements hereunder shall be subject to the reasonable determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Grantor as co-insured thereunder.

Upon approval by said Comptroller or Supervisor of Leasing of all insurance required, in the firms, kinds and amounts directed to be procured, Grantee shall deliver all policy originals or duplicate originals and endorsements thereto or certificate thereof to said Comptroller or to the Department of Real Estate.

11. Grantee, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the leased premises and privileges herein granted.

12. The term of the lease under the Lease Agreement shall be for a period of ten (10) years beginning on the date upon which Grantor completes the construction provided for under paragraphs 1 and 2 and Grantee receives its permits under paragraph 3. The parties shall execute a certificate establishing the commencement of the lease term. It is understood and agreed that if the Grantee has faithfully performed under this agreement, the Grantee shall, from time to time, have the option to extend the lease term under this agreement for two additional periods of five (5) years each.

13. The Grantee understands that this Lease Agreement is subject to cancellation, during any time during the lease term at the sole discretion of the Grantor, upon one (1) year's prior written notice if the Grantor determines that the leased right-of-way is required for access to the lake. After the expiration of the first 5 years of the lease term, this Lease Agreement is subject to cancellation at the sole discretion of the Grantor upon one year's prior written notice. Grantee may cancel this lease at any time after its initial landscaping is completed upon 90 days' prior written notice.

14. Grantee shall pay to Grantor an annual rental in the sum of Two Hundred Fifty Dollars (\$250.00) beginning on the 1st day of the first full month of the lease term. The annual rental shall thereafter be paid on the same day and month annually thereafter. Rent is payable to the City Comptroller, City Hall, Room 501, Chicago, Illinois 60602.

15. Grantor hereby grants to Grantee a first refusal right with respect to any conveyance by Grantor of an interest in the leased premises; and Grantor shall provide 60 days' written notice to Grantee of the terms upon which it has elected to convey the leased premises. Grantee may by written notice to Grantor delivered during such 60 day notice period exercise the option to accept the conveyance of the leased premises upon such terms and the closing of any such conveyance shall occur not later than 30 days after the date of Grantee's written notice of exercise.

16. It shall be a condition of Grantee's obligation hereunder that Grantor shall have completed the improvements and that all necessary governmental permits and approvals shall have been secured.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this lease agreement printed
on pages 6213 through 6215 of this Journal.]

400 North Franklin Street/Chicago Public Library.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 400 North Franklin Partnership, an Illinois limited partnership not individually but solely as agent for LaSalle National Bank, as Trustee, Trust No. 109891, dated June 6, 1985, as Lessor, for approximately 22,300 square feet of the lower level floor, 10,100 square feet on the first floor, and 25,000 square feet of the 3rd, 4th and 5th floors and 25,160 square feet on the 6th floor for a total of 132,560 square feet located at 400 North Franklin Street, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease attached to this ordinance reads as follows:

Lease.

This Lease is made as of _____, 1987, between 400 North Franklin, Limited Partnership, an Illinois limited partnership, not individually but solely as Agent for LaSalle National Bank, as Trustee under trust agreement dated June 6, 1985 and known as Trust No. 109891 ("Landlord"), and the City of Chicago ("Tenant").

Witnesseth:

Whereas, the Board of Directors of The Chicago Public Library of the City of Chicago deems it to be in the best interests of The Chicago Public Library to lease certain space in the building located at 400 North Franklin, Chicago, Illinois pursuant to the terms and conditions hereinafter set forth; and

Whereas, Landlord desires to lease said space for the use of The Chicago Public Library of the City of Chicago, pursuant to the terms and conditions hereinafter set forth;

(Continued on page 6216)

Class A Concrete	61	CU. YD.	240.00	16,080
Reinforcing Bars	1900	lb.	0.60	1140
Structural Steel	14,500	lb.	1.50	21,750
Rip-Rap	190	TON	16.00	3040
Sub-Total				193,260
10% Profit & Overhead				19,326
Total Construction Cost				212,586

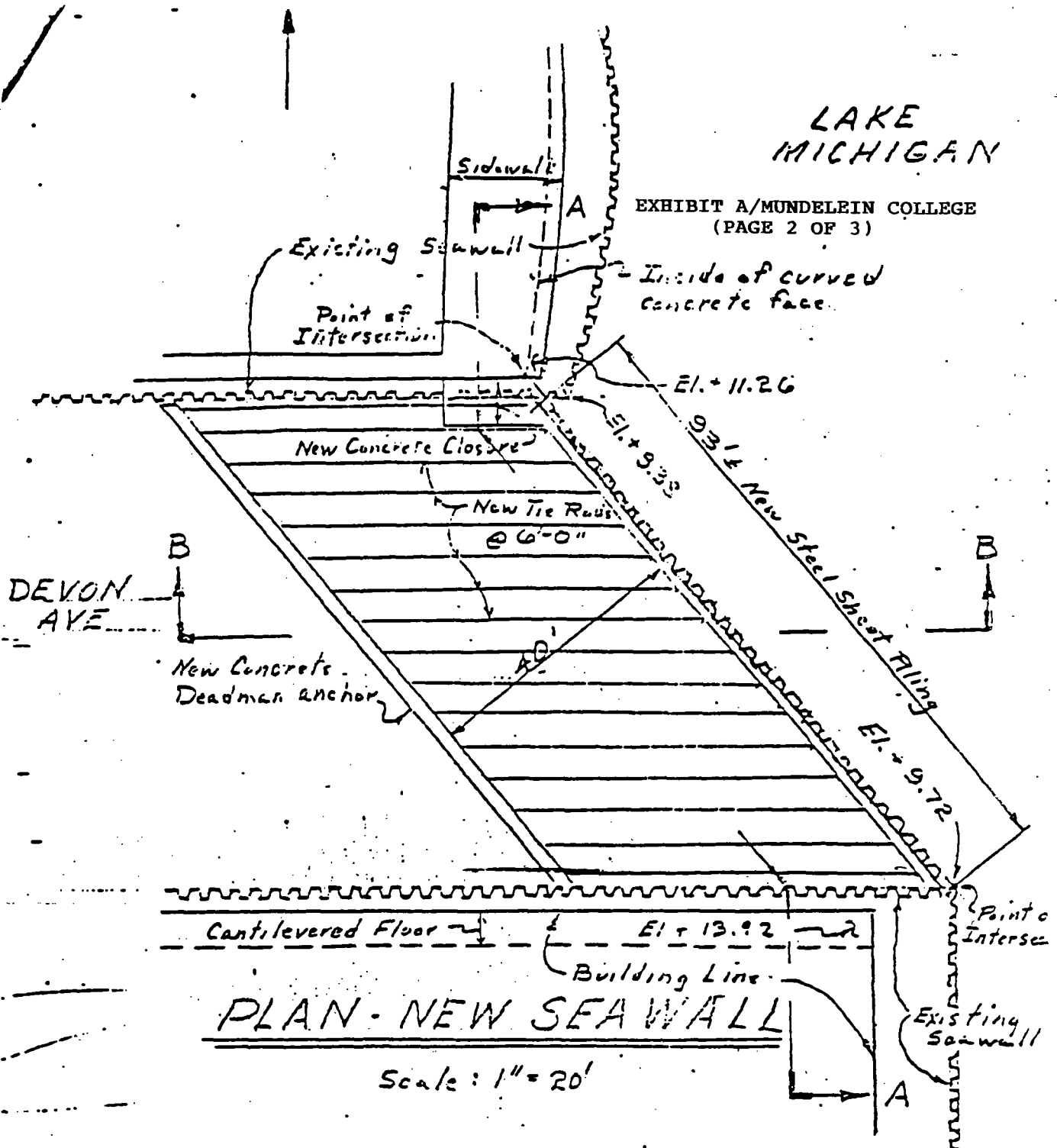
EXHIBIT A/MUNDELEIN COLLEGE
(PAGE 1 OF 3)

PROJECT SCHEDULE

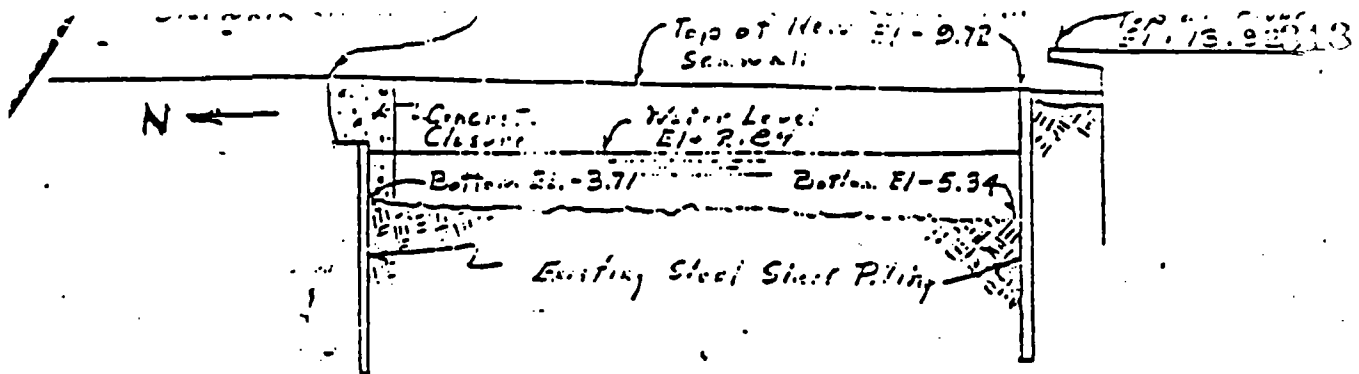
ITEM	EST. COMP. TIME	COST
Design & Specs. (In house)	6 weeks	20,000*
Bid / Award:	90 days	—
Construction (Ev Contract)	60 days	212,586
Total Project Cost		\$ 232,586

* - Includes overhead

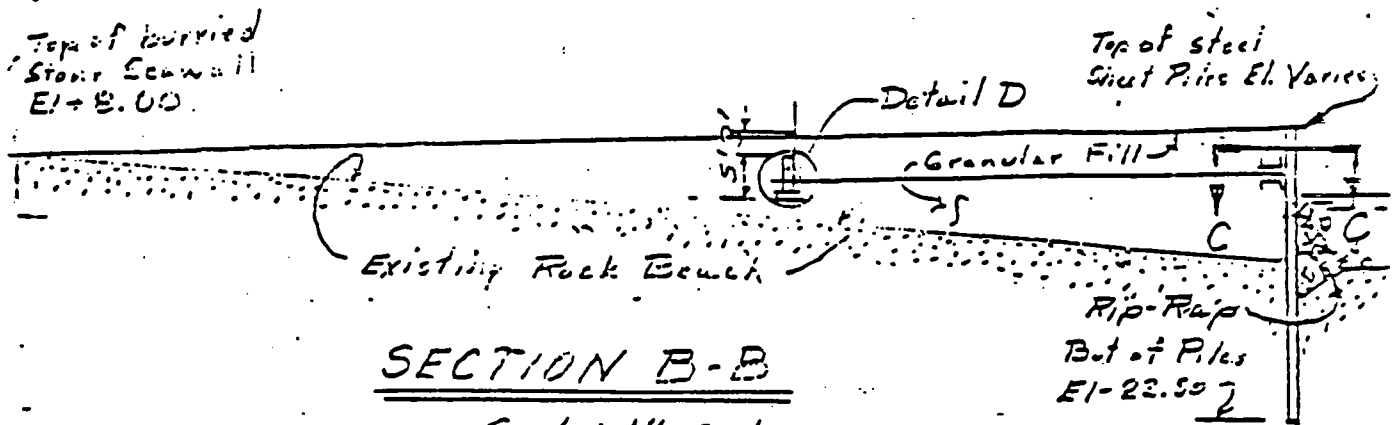
NEW SEAWALL AT DEVON AVE.		DATE: 11/10/87
CHECKED: _____ ENO. _____	QUANTITIES AND ESTIMATED PROJECT COST	CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING
		Sketch # of 3



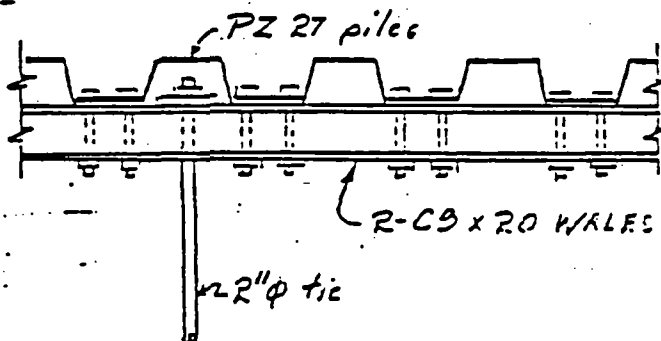
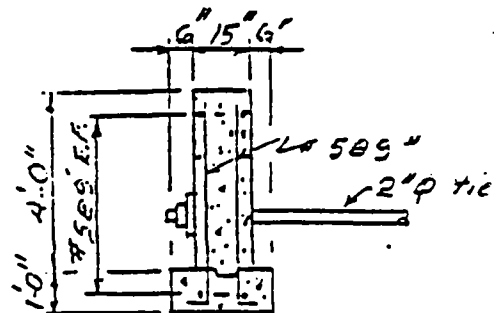
DESIGNED: R.M.C.	NEW SEAWALL AT DEVON AVE		DATE: JUL 10 1987
DRAWN: R.M.C.	GENERAL PLAN	CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING	Sketch of 3
CHECKED:			
ISS NO.			

SECTION A-A

Scale: 1" = 20'

EXHIBIT A/MUNDELEIN COLLEGE
(PAGE 3 OF 3)SECTION B-B

Scale: 1" = 20'

SECTION C-CDETAIL D

DESIGNED: B.M.C.	NEW SEAWALL AT DEVON AVE		DATE: June 19, 85
CHECKED: B.M.C.	CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING		Sketch #2 of 2
NO.	SECTIONS		

(Continued from page 6212)

Now, Therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Article 1.

Demised Premises: Term.

The Landlord does hereby demise and lease to Tenant, and Tenant hereby accepts, that certain space consisting of 132,560 square feet as shown on Exhibit "A" attached hereto and made a part hereof (the "Premises") located in the building known as 400 North Franklin Street, Chicago, Illinois (the "Building"), situated on certain property lying north of the Chicago River in Chicago, Illinois (the "Property") for the sole use of The Chicago Public Library for a term commencing on the 1st day of June, 1988, and ending on the 31st day of May, 1993 (the "Term"), unless sooner terminated as provided herein, subject to the terms, covenants and agreements herein contained.

Article 2.

Rent.

(a) Tenant shall pay to Landlord or Landlord's agent, at the office of Landlord or at such other place as Landlord may from time to time designate, annual base rent (the "Base Rent") in equal monthly installments in the amounts hereinafter set forth.

Each monthly installment shall be payable in advance on the twenty-fifth (25th) day of the month preceding each calendar month of the Term, except for the first month's rent, which shall be due and payable upon execution. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated on the basis of 1/365th of the annual Base Rent for each day of such fractional month. Base Rent shall be payable without any demand therefor and without any deductions or set-offs whatsoever. Base Rent for each lease year is calculated on the basis of the Cost Per Square Foot set forth below, multiplied by 132,560 square feet.

Lease Year	Cost Per Square Foot	Annual Rent	Monthly Rent
June 1, 1988--May 31, 1989	\$11.33	\$1,500,579.20	\$125,048.27
June 1, 1989--May 31, 1990	12.13	1,607,952.80	133,996.07

Lease Year	Cost Per Square Foot	Annual Rent	Monthly Rent
June 1, 1990--May 31, 1991	12.73	1,687,488.80	140,624.07
June 1, 1991--May 31, 1992	13.37	1,772,327.20	147,693.93
June 1, 1992--May 31, 1993	14.03	1,861,142.40	155,095.20

(b) (i) Prior to taking possession of the Premises, Tenant shall deliver to Landlord, in addition to all Rent payments due hereunder, the sum of \$125,048.27 (the "Rent Reserve"), which Reserve shall be increased on or before each June 1 during the term of this Lease to equal the Monthly Base Rent for the lease year beginning on said June 1. Landlord shall have no obligation to segregate the Rent Reserve from other funds of Landlord. Interest shall accrue on the Rent Reserve at standard passbook rates in effect from time to time, which interest shall be paid to Tenant upon the termination of this Lease, except as otherwise provided herein.

(ii) In the event that Tenant does not make any monthly payment of Rent on or before the first (1st) day of said month, Landlord shall apply the Rent Reserve toward said monthly payment, and said application shall not constitute a default under this Lease. In the event that Landlord applies the Rent Reserve in accordance with this Article 2(b), Tenant shall replenish the Rent Reserve to equal the Monthly Base Rent then in effect on or before the twenty-fifth (25th) day of said month. In the event that Tenant does not replenish the Rent Reserve within eight (8) days after the 25th day of said month, then, in addition to any and all other remedies available to Landlord hereunder, Landlord shall be entitled to retain all interest accrued on the Rent Reserve as of the end of said eight-day period, it being agreed that all such interest shall be automatically forfeited by Tenant by virtue of Tenant's failure to replenish the Rent Reserve.

Article 3.

Use.

Tenant shall permit the Premises to be used and occupied solely for the purpose of operating and maintaining the research and reference services of The Chicago Public Library and for general staff services, offices, book processing, cataloging and storage facilities and the sale of books, and for no other purpose whatsoever. Tenant shall not use or permit upon the Premises anything that will invalidate any policies of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Premises or on the Building. Tenant will pay all extra insurance premiums which may be caused by the use which Tenant shall make of the Premises. Tenant will not use or permit upon the Premises anything that may be dangerous to life or limb. Tenant will not in any manner deface or injure the Building or any part thereof or overload the floors of the Premises.

Tenant will not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb any other tenant in the Building or the occupants of neighboring property or tending to injure the reputation of the Building. Tenant will promptly and fully comply with all governmental, health and police requirements and regulations respecting the Premises. Tenant will not use the Premises for lodging or sleeping purposes or for any immoral or illegal purposes. Tenant shall not conduct nor permit to be conducted on the Premises any business which is contrary to any of the laws of the United States of America or of the State of Illinois or which is contrary to the ordinances of the City of Chicago. Tenant shall not at any time manufacture, sell, use or give away, and shall not at any time permit the manufacture, sale, use or gift of any spirituous, fermented, intoxicating or alcoholic liquors or controlled substances on the Premises. Tenant shall not at any time sell, purchase or give away, or permit the sale, purchase or gift of, food in any form on the Premise, other than vending machines for the sole use of the staff of the Chicago Public Library.

Article 4:

Obligations.

(a) Beginning on January 1, 1991, Tenant shall pay to Landlord or Landlord's agent, in addition to the Base Rent, an amount equal to the product of: (i) 132,560, multiplied by (ii) the amount by which all real estate taxes, special assessments and all other governmental taxes or charges, whether general or special, regarding the Property which are attributable to any portion of the Term of this Lease, when divided by the total rentable square footage of the Building, exceed the sum of One and 50/100 Dollars (\$1.50) per square foot ("Additional Rent"). As used in this Article 4, each first installment tax bill shall be attributable to the six-month period from September 1 of the previous year through February 28, and each second installment tax bill shall be attributable to the six-month period from March 1 through August 31; provided, however, that any increases in real estate taxes over the real estate taxes for the previous year shall be allocable over the preceding twelve-month period from September 1 through August 31.

Upon Landlord's receipt of the actual tax bill for each installment of said taxes, Landlord shall notify Tenant of the actual amount of said taxes, and Tenant shall pay the Additional Rent within twenty (20) days after the date of Landlord's notice (which payments, together with the Base Rent, the "Additional Taxes," as hereinafter defined, and all other amounts owed to Landlord hereunder, are hereinafter collectively referred to as "Rent"). Tenant's obligations under this Article 4(a) shall survive the expiration or other termination of this Lease.

(b) In the event that any federal, state or local governmental taxes, assessments and charges are hereafter levied or assessed against Landlord because or in connection with the leasing, management, control or operation of the Property or of the personal property, fixtures, machinery, equipment, systems (including water and sewer) and apparatus located therein or used in connection therewith, including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes, Tenant shall

pay to Landlord or Landlord's agent, in addition to the Base Rent and the Additional Rent, an amount equal to the product of: (i) 132,560, multiplied by (ii) the figure obtained by dividing the total taxes assessed or levied for each lease year by the total rentable square footage of the Building (the "Additional Taxes"). Additional Taxes shall not include any federal, state or local sales, use, franchise, capital stock, inheritance, general income, gift or estate taxes, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes or assessments for any Additional Taxes, such substituted taxes or assessments shall be included in the Additional Taxes.

Upon Landlord's receipt of any actual tax bills attributable to any portion of the term hereof, Landlord shall notify Tenant of the amount of said taxes, and Tenant shall pay the Additional Taxes within twenty (20) days after the date of Landlord's notice (which payments, together with the Base Rent, the Additional Rent and all other amounts owed to Landlord hereunder, are hereinafter collectively referred to as "Rent"). Tenant's obligations under this Article 4(b) shall survive the expiration or other termination of this Lease.

Article 5.

Services.

(a) Landlord shall provide, at Landlord's expense, except as otherwise provided and subject to applicable government codes, rules, regulations, and guidelines applicable thereto, whether mandatory or voluntary, the following services:

(1) Air-cooling and gas for heating in combination with the systems located on each floor, to provide a temperature condition required, in Landlord's reasonable judgment, for occupancy of the Premises under normal business operations in accordance with the plans and specifications attached hereto during the hours of 9:00 A.M. to 9:00 P.M. on weekdays and during the hours of 9:00 A.M. to 5:00 P.M. on Saturdays. Whenever heat-generating machines or equipment installed by Tenant affect the temperature otherwise maintained by Landlord in the Premises and in the Building, Landlord reserves the right at its option to (i) require Tenant to discontinue use of such heat-generating machines or equipment, or (ii) install supplementary air conditioning units in the Premises, the cost, installation, operation and maintenance of which shall be paid by Tenant to Landlord at such rates as Landlord charges from time to time in the Building. Tenant agrees that at all times it will cooperate with Landlord and abide by all regulations and requirements which Landlord may prescribe for the proper functioning of the ventilating and air conditioning systems.

(2) Tenant shall pay one-half (1/2) of all water bills and sewer taxes regarding the Building during the term of this Lease. Tenant shall pay its share of such bills and taxes within thirty (30) days after Landlord delivers a copy of said bills and taxes to Tenant, together with any deductions for extraordinary use of water by any other tenant(s) in the Building, such as food and/or beverage establishments, and an explanation of Landlord's method of computing said deductions, if any. Tenant shall not waste or permit the waste of water.

(3) Adequate operatorless passenger elevator service at all times, and freight elevator service subject to scheduling by Landlord and payment of Landlord's then current charges for such freight elevator service, except that no charge shall be assessed for use of the freight elevator in the event that the services of the Landlord's elevator operator or other personnel are not required.

(4) The removal of any significant accumulation of snow or ice from the Property, so that Tenant and its employees, agents, customers or invitees may at all times enjoy reasonable access to the Premises.

(5) Except for electricity which is separately metered directly to Tenant regarding the Premises, Tenant covenants and agrees to purchase all electricity from Landlord or Landlord's designated agent at the terms, classification, and rates charged to consumers by the public utility company serving the Building; provided, however, that upon Tenant's request and at Tenant's sole cost and expense, Landlord shall install a separate sub-meter for the Premises which will record all electricity consumed in the Premises (except for electricity required to operate the compressors and fans providing air-cooling to the Premises). Tenant shall pay for all charges for: (i) electricity consumed on the Premises during the Term of this Lease, as computed from such sub-meter; (ii) Tenant's pro rata share of charges for electricity required to operate the compressors and fans providing air-cooling to the Premises; and (iii) electricity consumed by lights located in common areas of the Building devoted primarily to Tenant's use. Landlord may discontinue any of the aforesaid electrical services upon thirty (30) days' prior written notice to Tenant, in which event Landlord shall permit Tenant to receive such service directly from the public utility company serving the Building and shall permit Landlord's equipment, risers, wiring, conduits and electrical closets, to the extent available and to the extent suitable and safely capable, to be used for such purposes. Tenant shall make no alterations or additions to the electrical equipment or facilities, including risers, wiring, conduits and electrical closets, without the prior written consent of Landlord in each instance. If any tax is imposed upon Landlord's receipts from the sale or resale of electricity to Tenant by any municipal, state or federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and paid by Tenant to Landlord.

(6) Landlord shall provide for controlled access to the Building during non-business hours by requiring all persons entering the Building during said hours to present a building pass, controlled-access card or similar identification.

(7) Landlord shall furnish conduit only for security, fire, telephone or other electrical wiring, it being understood and agreed that Tenant shall be responsible for providing and installing any and all wiring necessary for said purposes, except as otherwise provided in the plans and specifications attached hereto.

(8) Landlord shall provide ballasts for the Premises, it being understood and agreed that Tenant shall be responsible for installing said ballasts and for providing and installing all light bulbs in the Premises.

(9) Landlord shall wash all exterior windows of the Building not less than twice each lease year.

(10) Such additional services on such terms and conditions as may be mutually agreed upon by Landlord and Tenant.

All charges for any services shall be deemed rent reserved under this Lease and shall be due and payable at the same time as the installment of rent with which they are billed, or, if billed separately, shall be due and payable within thirty (30) days after such billing. In the event Tenant shall fail to make payment for such services Landlord may, in addition to all other remedies which Landlord may have for the nonpayment of rent and without notice to Tenant, discontinue any or all such services, and such discontinuance shall not be held or pleaded as an eviction or as a disturbance in any manner whatsoever of Tenant's possession, or relieve Tenant from the payment of rent when due, or vary or change any other provision of this Lease or render Landlord liable for damages of any kind whatsoever.

Tenant agrees that neither Landlord nor any company, firm, or individual operating, maintaining, repairing, managing or supervising the plant or facilities furnishing any of the above services, nor any of their respective agents or employees shall be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through, by or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay or discontinuance at any time for any reason in the furnishing of any of the above services; nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the Premises or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

(b) Tenant shall provide, at Tenant's sole cost and expense, the following services:

- (1) All custodial and janitorial services regarding the Premises.
- (2) All security measures and/or systems desired by Tenant with respect to the Premises.
- (3) Scavenger service for the Premises.
- (4) All telephone equipment and service required by Tenant.

Article 6.

Delivery Of Possession: Condition Of Premises.

(a) Landlord shall deliver possession of the Premises to Tenant, having substantially completed the work described in Exhibit "A" attached hereto and made a part hereof, on the later of (i) June 1, 1988, or (ii) seven (7) months after the date on which Tenant has delivered to Landlord a fully executed copy of this Lease, including all exhibits thereto, together with the first month's Rent payment and evidence satisfactory to Landlord that Tenant has complied with all applicable legal requirements and procedures and has

properly secured all consents and approvals necessary in order for this Lease to constitute a binding obligation of Tenant (the "Delivery Date"). In the event that Landlord fails to deliver possession of the Premises on the Delivery Date, Landlord shall not be liable for any damages caused thereby nor shall the Term be in any way altered or extended, but in such event Base Rent shall abate for the number of days between the Delivery Date and the date on which Landlord actually delivers possession of the Premises to Tenant.

(b) The parties hereto agree to use their best efforts to obtain all permits, consents and licenses required by any governmental entity in order for Landlord to perform the work described in Article 6(a) as quickly as possible. In the event that Landlord does not deliver possession of the Premises to Tenant in a condition suitable to permit Tenant to commence moving its equipment, inventory and all other personal property into the Premises within six (6) months after the date on which Landlord has received all permits, consents, and licenses from all appropriate governmental units and agencies including without limitation agencies of Tenant (the "Guaranteed Delivery Date"), Tenant shall receive a credit against future Rent payments for each day elapsed between the Guaranteed Delivery Date and the date on which Landlord delivers possession of the Premises to Tenant in accordance with the provisions of this Article 6(b), in the amount of: (i) \$40,000 per month, calculated on a per diem basis, for the first two (2) months after the Guaranteed Delivery Date; and (ii) \$100,000 per month, calculated on a per diem basis, for each day thereafter.

(c) Tenant's taking possession of any portion of the Premises shall be conclusive evidence that such portion of the Premises were in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, repair or improve the Premises or the Building and no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, other than as may be contained herein.

Article 7.

Repairs.

(a) Except as otherwise provided in Article 10 of this Lease, and subject to the provisions of Article 8 of this Lease, Tenant shall, at its sole cost and expense, keep the Premises in good order, repair and tenantable condition at all times during the Term, including without limitation all routine maintenance of all heating, ventilation and air conditioning fixtures and equipment located in the Premises, all labor and normal repairs to maintenance to or regarding the Premises, routine maintenance of all elevators in the Building, and the replacement or repair of all damaged or broken windows, glass, fixtures or appurtenances, which repairs shall be performed within any reasonable period of time specified by Landlord. In order to insure the performance of Tenant's obligations under this Article 7, Tenant shall at all times during the Term of this Lease maintain plate glass insurance and service contracts for both routine maintenance and elevator maintenance and labor, and shall furnish Landlord with evidence of said contracts upon request. If Tenant does not perform its obligations under this Article 7 in a timely manner, Landlord

may, but need not, make such repairs and replacements on Tenant's behalf, in which event all costs paid or incurred by Landlord for such repairs and replacements shall be deemed additional rent reserved under this Lease which shall be due and payable upon demand. Landlord may, but shall not be required so to do, enter the Premises at all reasonable times to make any repairs, alterations, improvements or additions, including but not limited to ducts and all other facilities for heating and air conditioning service, as Landlord shall desire or deem necessary for the safety, maintenance, repair, preservation or improvement of the Building, or as Landlord may be required or requested to do by the order or decree of any court or any other proper governmental authority.

(b) Landlord shall be responsible for all maintenance of the basement furnace, as well as all major H.V.A.C. and elevator equipment repairs. As used in this Article 7, the phrase "major repairs" shall refer to any repairs involving new equipment or replacement parts costing over \$500.00.

(c) In the event Landlord or its agents or contractors shall elect or be required to make repairs, alterations, improvements or additions to the Premises or the Building, Landlord shall be allowed to take into and upon the Premises all material that may be required to make such repairs, alterations, improvements or additions and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend any services and facilities without being deemed or held guilty of an eviction of Tenant or for damages to Tenant's property, business or person, and the rent reserved herein shall in no way abate while said repairs, alterations, improvements or additions are being made, and Tenant shall not be entitled to maintain any set-off or counterclaim for damages of any kind against Landlord by reason thereof. Landlord may, at its option, make all such repairs, alterations, improvements or additions in and about the Building and the Premises during ordinary business hours, but if Tenant desires to have the same done at any other time, Tenant shall pay for all overtime and additional expenses resulting therefrom.

Article 8.

Alterations.

Tenants shall not, without the prior written consent of Landlord in each instance obtained, make any repairs, replacements, alterations, improvements or additions to the Premises. In the event Tenant desires to make any alterations, improvements or additions pursuant to this Article 8, or any repairs or replacements pursuant to Article 7 of this Lease, Tenant shall prior to commencing any such work:

(a) Submit to Landlord plans and specifications showing such work in reasonable detail and obtain Landlord's prior written approval;

(b) Furnish Landlord with the names and addresses of all contractors and copies of all contracts with such contractors and obtain Landlord's prior written approval of same;

(c) Provide Landlord with such security as it may require, as well as all necessary permits evidencing compliance with all ordinances and regulations of the City of Chicago or any department or agency thereof, and with the requirements of all statutes and regulations of the State of Illinois or any department or agency thereof;

(d) In the event that Tenant self-insures such work, Tenant shall indemnify and hold Landlord harmless from and against any and all cost, loss, damage or expense, including without limitation attorney's fees and court costs, incurred by Landlord in connection with said work. In the event that Tenant obtains or requires any other party to obtain insurance with respect to said work, then, to the extent possible, Tenant shall provide Landlord with certificates of insurance in forms and amounts satisfactory to Landlord naming Landlord as an additional insured, where so required by Landlord; and

(e) Comply with such other requests as Landlord may reasonably make in connection with such work.

All such work shall, at Landlord's election, be subject to Landlord's supervision, and Tenant shall promptly pay Landlord the reasonable cost of all such supervision.

Tenant hereby agrees to protect, defend, indemnify and hold Landlord, the Building and the Property harmless from and against any and all liabilities of every kind and description which may arise out of or in connection with such repairs, replacements, alterations, improvements or additions.

Upon completing any of such repairs, replacements, alterations, improvements or additions, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and material expended and used in connection therewith. All repairs, replacements, alterations, improvements and additions shall comply with all applicable legal, governmental and insurance requirements, ordinances and regulations. All repairs, replacements, alterations, improvements and additions shall be constructed in a good and workmanlike manner and only good grades of material shall be used.

All alterations, improvements, additions, repairs or replacements whether temporary or permanent in character, including without limitation wall coverings, carpeting and other floor coverings, special lighting installations, built-in or attached shelving, cabinetry and mirrors, made by Landlord or Tenant in or upon the Premises shall become Landlord's property and shall remain upon the Premises at the termination of the Lease by lapse of time or otherwise without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures and office equipment); provided, however, that Landlord shall have the right to require Tenant to remove such alterations, improvements, additions, repairs or replacements at Tenant's sole cost and expense in accordance with the provisions of Article 18 of this Lease.

Article 9.

Covenant Against Liens.

Nothing contained in this Lease shall authorized or empower Tenant to do any act which shall in any way encumber Landlord's title to the Building, Property or Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Building, Property or Premises arising from any act or omission of Tenant shall attach only against Tenant's leasehold estate and shall in all respects be subordinate to Landlord's title to the Building, Property and Premises. If Tenant has not removed any such lien or encumbrance within fifteen (15) days after written notice to Tenant by Landlord, Landlord may, but shall not be obligated to, pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity or accuracy thereof, and the amount so paid, together with all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection therewith, shall be deemed additional rent reserved under this Lease due and payable immediately upon demand.

Article 10.

Damage Or Destruction By Fire Or Casualty.

If the Premises or the Building (including machinery and equipment used in its operation) shall be destroyed or damaged by fire or other casualty so as to render the Building or the Premises substantially untenable for Tenant's permitted uses, and if the Premises or Building may be repaired and restored within one hundred eighty (180) days (plus such additional time during which Landlord may be prevented or delayed from completing the repairs due to causes beyond its reasonable control or due to insurance adjustments) after such damage, then Landlord shall have the option to: (a) repair and restore the same with reasonable promptness; or (b) elect to terminate this Lease by written notice to Tenant within sixty (60) days of the date of damage, in which event this Lease shall automatically be cancelled and terminated as of the date of such damage. In the event any such damage not caused by the act or neglect of Tenant, its agents, servants, employees, guests, licensees or invitees renders the Premises untenable and if this Lease shall not be cancelled and terminated by reason of such damage then rent shall abate during the period beginning with the date of such fire or other casualty and ending with the date when Landlord's work in the Premises is substantially completed, such abatement to be in an amount bearing the same ratio to the total amount of rent for such period as the untenable portion of the Premises bears to the entire Premises. Landlord's work shall not include the repair, replacement or restoration of Tenant's fixtures or tenant improvements, including but not limited to special wall and floor coverings, special lighting fixtures, built-in cabinets and bookshelves.

If such damage renders the Premises substantially untenable for Tenant's permitted uses and if, in Landlord's sole judgment, such damage cannot reasonably be repaired and restored within one hundred eighty (180) days (plus such additional time during which Landlord may be prevented from completing the repairs due to causes beyond its

reasonable control or due to insurance adjustments), either party shall have the right to cancel and terminate this Lease as of the date of such damage by so notifying the other party within sixty (60) days of the date of damage; provided, however, that Tenant may not elect to terminate this Lease if such damage was caused by the act or neglect of Tenant or its agents, servants, employees, guests, licensees or invitees.

If the Premises are damaged by fire or other casualty but are not rendered substantially untenable, then Landlord shall proceed to repair and restore the Premises, other than leasehold improvements and personal property paid for or installed by Tenant, unless such damage occurs during the last twelve (12) months of the Term, in which event either party shall have the right to terminate this Lease as of the date of damage by giving written notice thereof to the other party within thirty (30) days after the date of damage.

Article 11.

Property Insurance.

Tenant shall self-insure all of Tenant's personal property, fixtures and tenant improvements, including but not limited to special wall and floor coverings, special lighting fixtures, built-in cabinets and bookshelves and on its merchandise, inventory, contents, furniture, equipment or other personal property located in the Premises. Tenant hereby releases Landlord and agrees to look solely to its insurance carrier in the event of a loss of a type described in this Article 11. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policy.

Article 12.

Public Liability Insurance.

Landlord shall, at Landlord's expense, provide and maintain at all times during the Term hereof public liability insurance of \$1,000,000 combined single limit and naming Tenant as an additional insured. Said annual insurance coverage shall be renewed for each year during the Term of this Lease, and Landlord shall provide Tenant with a certificate of insurance for said annual renewal at least thirty (30) days prior to the expiration of any such policy. Tenant shall self-insure its liability for any and all damages in excess of said policy.

Article 13.

Condemnation.

If the whole or any part of the Premises, Building or Property shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Building, the Term, at the option of Landlord, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant, the Tenant hereby assigning to the Landlord the Tenant's interest therein, if any. Rent shall be apportioned as of the date of such termination.

Article 14.

Waiver Of Claims And Indemnity.

Tenant agrees that, to the extent not expressly prohibited by law, Landlord and its agents, servants and employees shall not be liable for (nor shall rent abate as a result of) any direct or consequential damage (including damage claimed for actual or constructive eviction) either to person or property sustained by Tenant or its servants, employees, agents, invitees or guests due to the Building or any part thereof of any appurtenances thereof becoming out of repair, or due to the occurrence of any accident in or about said Building, or due to any act or neglect of any tenant or occupant of said Building or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas or odors or by the bursting, leaking or dripping of pipes, faucets and plumbing fixtures and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that Tenant's personal property is located in the Premises or the Building at Tenant's sole risk and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Tenant shall protect, indemnify and hold Landlord and its agents, servants and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature, including without limitation reasonable attorney's fees and court costs, arising from injury to persons or damage to property on the Premises, to the Building or in or about the Building arising out of or in connection with Tenant's use or occupancy of the Premises or Tenant's activities in the Building, or arising from any act or negligence of Tenant or its agents, contractors, servants, employees or invitees. Tenant's obligations under this Article 14 shall survive the termination of this Lease.

Article 15.

Nonwaiver.

No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition if such

violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the condition specified in such waiver, and then only for the time and in the manner specifically stated. No receipt of payment by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such payment, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent or other sums due, and such payment shall not waive or affect said notice, suit or judgment.

Article 16.

Waiver Of Notice.

Except as provided in Article 17 hereof, Tenant hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.

Article 17.

Landlord's Remedies.

If default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease, or under the terms of any other agreement between Landlord and Tenant, and such default shall continue for eight (8) days after the date on which said payment is due, or if default shall be made in the full and prompt performance of any of the other covenants or conditions which Tenant is required to observe and perform and such default shall continue for thirty (30) days after written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a bankrupt, to seek a plan of reorganization or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure, or upon the dissolution of Tenant, or if Tenant be declared insolvent according to law or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property or if Tenant shall abandon or vacate the Premises during the Term of this Lease, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies, in addition to all other rights and remedies provided under this Lease or at law or in equity:

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the Rent provided to be paid by Tenant for the balance of the Term of the Lease, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by Tenant to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet all or any part of the Premises for such Rent and upon such terms as shall be satisfactory to Landlord (including without limitation the right to relet the Premises for a term greater or lesser than that remaining under the Term of this Lease, the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Premises that Landlord may deem to be necessary or convenient, and if Landlord shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions, the expenses of such reletting and the collection of the Rent accruing therefrom to satisfy the Rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article 17 and any other sums due under this Lease from time to time, and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(c) In the event that Tenant fails to make any payment owed to Landlord hereunder within the aforesaid eight-day cure period, Landlord may, at its sole option, collect a late charge from Tenant equal to the penalty chargeable by Landlord's mortgagee against Landlord for Landlord's failure to make payments when due.

Article 18.

Surrender Of Possession.

(a) On or before the date this Lease and the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whether by lapse of time or at the option of Landlord, Tenant shall:

(i) restore the Premises to the same condition as they were in at the beginning of the Term (except as otherwise provided in Article 10 of this Lease), and remove those alterations, improvements or additions installed for or during Tenant's occupancy,

whether installed by Landlord or Tenant, which Landlord shall request Tenant to remove;

(ii) remove from the Premises and the Building all of Tenant's personal property; and

(iii) surrender possession of the Premises to Landlord in a clean condition free of all rubbish and debris.

(b) If Tenant shall fail or refuse to restore Premises to the above-described condition on or before the above-specified date, Landlord may enter the Premises and put the Premises in such condition, and recover from Tenant all costs incurred by Landlord in so doing. Without limiting the generality of the foregoing, Tenant agrees to pay Landlord, upon demand, the cost of restoring the walls, ceilings and floors of the Premises to the same condition that existed prior to the date of the commencement of any alterations, improvements or additions made by or for Tenant's occupancy of the Premises. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises and the Building on or before the above-specified date, the parties hereto agree and stipulate that Landlord may enter the Premises and may, at its election:

(i) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event title thereto shall thereupon pass under this Lease as a bill of sale to and vest in Landlord absolutely, without any cost to Landlord either by set-off, credit allowance or otherwise, and Landlord may retain, remove, sell, donate, destroy, store, discard or otherwise dispose of all or any part of said personal property in any manner that Landlord shall choose;

(ii) treat such failure or refusal as conclusive evidence, on which Landlord or any third party shall be entitled absolutely to rely and act, that Tenant has forever abandoned such personal property and, without accepting title thereto, Landlord may, at Tenant's expense, remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose, without incurring any liability to Tenant or to any other person. In no event shall Landlord ever become or accept or be charged with the duties of a bailee (either voluntary or involuntary) of any personal property, and the failure of Tenant to remove all personal property from the Premises and the Building shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any such property which Tenant fails to remove. If Tenant shall fail or refuse to surrender possession of the Premises to Landlord on or before the above-specified date, Landlord may forthwith re-enter the Premises and repossess itself thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of any manner of trespass or forcible entry or detainer.

Article 19.

Holding Over.

For each month or portion thereof that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, Tenant shall pay to Landlord double the Rent then in effect, and also shall pay all damages sustained by Landlord, whether direct or consequential, on account thereof. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute a renewal of this Lease at the holdover rental rate described in the preceding sentence for a period of one (1) year. The provisions of this Article shall not operate as a waiver by Landlord of any right of re-entry hereinbefore provided.

Article 20.

Costs, Expenses And Attorneys' Fees.

In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing any of Tenant's covenants and agreements under this Lease.

Article 21.

Compliance With Laws.

Tenant and Landlord shall operate the Premises and Building respectively in compliance with all applicable federal, state and municipal laws, ordinances and regulations and shall not knowingly, directly or indirectly, make any use of the Premises or Building which is prohibited by any such laws, ordinances or regulations.

Article 22.

Rights Reserved By Landlord.

Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, either constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent:

- (a) To name the Building and to change the Building's name or street address.

(b) To install, affix and maintain any and all signs on the exterior and interior of the Building.

(c) On reasonable prior notice to Tenant, to show the Premises to prospective tenants at reasonable hours and, if vacated, to decorate, remodel, repair or otherwise prepare the Premises for re-occupancy without affecting Tenant's obligation to pay rent.

(d) To retain at all times, and to use in appropriate instances, keys to outer areas of the Premises and the right to enter inner area doors in case of fire or other emergency. Landlord will not be responsible for replacing doors which may be broken in order to get at damaged inner areas. No locks shall be changed without the prior written consent of Landlord.

(e) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any of said work, to temporarily close doors, entry-ways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without abatement of rent or affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible.

(f) To have and retain paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber it.

(g) To grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the uses expressly permitted herein.

(h) To approve the weight, size and location of safes and other heavy equipment and bulky articles in and about the Premises and the Building (so as not to overload the floors of the Premises), and to require all such items and furniture and similar items to be moved into and out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing. Any damages done to the Building or Premises or to other tenants in the Building items, or from overloading the floor in any way, shall be paid by Tenant. Furniture, boxes, merchandise or other bulky articles shall be transported within the Building only upon or by vehicles equipped with rubber tires and shall be carried only in the freight elevators and at such times as the management of the Building shall require. Movement of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any such property to be moved into or out of the Building.

(i) To have access for the Landlord and other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Post Office.

(j) To change the arrangement or location of entrances, passageways, doors and doorways, corridors, stairs, toilets and other public service portions of the Building not contained within the Premises or any part thereof.

(k) To close the Building after regular working hours and on Saturdays, Sundays and legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include, by way of example but not of limitation, that persons entering or leaving the Building identify themselves to Building personnel by registration or otherwise and that said persons establish their right to enter or leave the Building.

Landlord may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

Article 23.

Estoppel Certificate.

Tenant agrees that from time to time upon not less than seven (7) days' prior request by Landlord, Tenant or Tenant's duly authorized representative having knowledge of the following facts shall deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there has been modifications, that the Lease as modified is in full force and effect); (b) the dates to which the rent and other charges have been paid; (c) that neither Landlord nor Tenant is in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) that there are no offsets or defenses to the payment of Rent, additional rent or any other sums payable under this Lease or, if there are any such offsets or defenses, specifying such in detail.

Article 24.

Rules And Regulations.

Tenant agrees to observe the rights of Landlord set forth in Article 22 hereof and agrees on behalf of itself and its employees, agents, servants, clients, customers, invitees, licensees and guests, to observe and comply at all times with the following rules and regulations, as well as such reasonable modifications thereof and additions thereto as Landlord may from time to time make for the Building, and that failure to observe and comply with such reservations, rules and regulations shall constitute a default under this Lease:

(a) Any sign, lettering, picture, notice or advertisement installed within Tenant's Premises which is visible to the public from within the Building shall be installed at Tenant's cost and in such manner, character and style as Landlord may approve in writing. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or in a position to be visible from outside the Building; provided, however, that Tenant may use appropriate professional signage announcing the presence at the Chicago Public

Library with Landlord's prior written consent, which consent shall not be unreasonably withheld.

(b) Tenant shall use neither the name of the Building (except as the address of its business) nor pictures of the Building in advertising or other publicity, without Landlord's prior written consent.

(c) Tenant shall not encumber or obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, stairways or other common areas in and about the Building. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the Building corridor or from the exterior of the Building, and will promptly remove same upon notice from Landlord.

(d) Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances or create odors or noxious fumes, any of which may be dangerous or offensive to other tenants and occupants of the Building, or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the Premises; provided, however, that radio station CRIS and The Chicago Public Library may conduct radio broadcasts from the Premises and may place a radio antenna upon the roof of the Building provided that the roof of the Building is not pierced or penetrated in connection therewith.

(e) Tenant shall not make any room-to-room solicitations for business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein.

(f) Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep public corridor doors closed and shall not open any windows.

(g) Upon termination of this Lease, Tenant shall surrender all keys to the Premises and to the Building and give to Landlord the explanation or the combination of all locks, safes and vault doors in the Premises.

(h) Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured. Tenant shall cooperate and participate in all security programs affecting the Building.

(i) Peddlers, solicitors and beggars shall be reported to the Office of the Building or as Landlord otherwise requests.

(j) Tenant shall not, without Landlord's prior written consent, put up or operate any stove, heating device, refrigerating, air conditioning, machinery or mechanical devices

upon the Premises or carry on any mechanical business of a nature not directly related to Tenant's permitted use of the Premises. Tenant shall not use or permit oil, burning fluids or inflammable liquids for heating, warming or lighting. No explosive or other articles deemed extra hazardous shall be brought into or permitted upon the Premises.

(k) Tenant shall not cook or prepare food in the Premises, other than in a microwave oven located in the staff vending machine area.

(l) Tenant shall, at its expense, provide light for employees or contractors of Landlord while doing janitor service, cleaning, making repairs or alterations or doing other work in the Premises.

(m) All telegraph, telephone, signal, alarm, electrical connections or other utility or service connections which Tenant may desire shall be first approved by Landlord in writing before the same are installed, shall be made at the expense of Tenant, and the location of all wires and the work in connection therewith shall be subject to the direction of Landlord.

Landlord reserves the right to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be needful for the safety, care and cleanliness of the Building and Premises and for the preservation of good order therein.

Article 25.

Assignment And Subletting.

(a) Except as otherwise provided herein, Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage, pledge or otherwise transfer this Lease, or any part thereof, or any interest hereunder; (ii) permit any assignment of this Lease, or any part thereof, by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises, or any part thereof, by any parties other than The Chicago Public Library and its agents and employees. In the event Landlord consents to any such assignment or subletting, Tenant shall pay to Landlord ninety percent (90%) of all profit derived by Tenant from such assignment or subletting. For purposes of the foregoing, profit shall be deemed to include, but shall not be limited to, the amount paid or payable to Tenant to effect or to induce Tenant to enter into any such transaction, and the amount of all rent and other consideration of whatever nature payable by such assignee or sublessee in excess of the Rent, and rent adjustments, payable by Tenant under this Lease. If a part of the consideration for such assignment or subletting shall be payable other than in cash, the payment to Landlord of its share of such noncash consideration shall be in such form as is satisfactory to Landlord.

Tenant shall and hereby agrees that it will furnish to Landlord upon request from Landlord a complete statement, certified by an independent certified public accountant, setting forth in detail the computation of all profit derived and to be derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principles. Tenant agrees that Landlord or its authorized

representatives shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The percentage of Tenant's profit due Landlord hereunder shall be paid to Landlord within two (2) days of receipt by Tenant of all payments made from time to time by such assignee or sublessee to Tenant.

(b) Any subletting or assignment hereunder or any violation of Article 25(a) hereof: (i) shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue to be fully liable thereunder; and (ii) shall automatically render the provisions of Article 26 hereof to be null and void. Any subtenant or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord, on demand, all reasonable costs incurred by Landlord, (including fees paid to consultants and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Article shall be of no effect and void.

(c) Notwithstanding the provisions of Article 25(a), Tenant shall have the right to sublet all or any part of the Premises to any other federal, state or local governmental entity for a term not to exceed the Term of this Lease.

Article 26.

Early Termination.

Tenant shall have the right to terminate this Lease effective as of the Termination Dates specified in this Article 26, provided that Tenant has fully complied with each of the following conditions:

(i) Landlord must receive Tenant's written notice of termination during the appropriate Notice Period for Tenant's desired Termination Date;

(ii) Landlord must receive one-sixth (1/6) of the appropriate Termination Fee on or before the last day of the appropriate Notice Period for Tenant's desired Termination Date, and must receive five (5) additional payments each in the amount of one-sixth (1/6) of the appropriate Termination Fee on or before the twenty-fifth (25th) day of each of the next five (5) months; and

(iii) On or before the appropriate Termination Date, The Chicago Public Library must in fact move all of its personal property and inventory located on the Premises into the new Chicago Public Library facility to be constructed on the eastern half of the block

bordered by State Street, Congress Street, Plymouth Court and Van Buren Street in Chicago, Illinois.

In the event that Tenant fails to pay any of the installment payments of the Termination Fee within eight (8) days of when due, Tenant's notice of termination shall automatically be rendered null and void and this Lease shall continue in full force and effect, and all installment payments of the Termination Fee previously made to Landlord shall be automatically forfeited to Landlord.

Tenant may elect to terminate this Lease pursuant to the terms of this Article 26 only as of the following Termination Dates:

Termination Date	Notice Period	Termination Fee
January 1, 1991	5/1/90--7/1/90	18 Months
July 1, 1991	11/1/90--1/1/91	15 months
January 1, 1992	5/1/91--7/1/91	12 months
July 1, 1992	11/1/91--1/1/92	9 months
January 1, 1993	5/1/92--7/1/92	6 months

As used herein, the "Termination Fees" described above refer to the Base Rent owed under Article 2 hereof for the period consisting of the specified number of months and terminating on May 31, 1993. For example, in the event that Tenant elects to terminate this Lease as of July 1, 1992, the Termination Fee shall consist of the aggregate Base Rent owed under Article 2 for the period beginning September 1, 1992 and ending on May 31, 1993.

In the event that Tenant does not fully comply with all of the requirements of this Article 26, Tenant's notice of termination shall be null and void and of no force or effect.

Article 27.

Subordination And Attornment.

(a) This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against the Property and/or the Building, and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further

instruments subordinating this Lease to the lien of any such mortgage as may be requested in writing by Landlord from time to time. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Land and the Building, and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Property or the Building.

(b) In the event of the foreclosure of any mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such mortgagee or purchaser in foreclosure as Tenant's Landlord under this Lease. Tenant agrees to execute and deliver at any time, upon the request of such mortgagee, purchaser, or their successors, any instrument to further evidence such attornment. Tenant hereby waives its right, if any, to elect to terminate this Lease or to surrender possession of the Premises in the event of any such mortgage foreclosure.

Article 28.

Notice.

All notices, demands, approvals and consents which may or are required to be given by one party to the other under this Lease shall be in writing and shall be delivered personally or mailed by United States certified or registered mail, postage prepaid, (a) if for Tenant, addressed to the Tenant at the Premises or at such other place as Tenant may from time to time designate by notice to Landlord, or (b) if for the Landlord, addressed to:

400 North Franklin Limited Partnership
c/o Mark IV Realty Group, Inc.
400 North Franklin Street
Chicago, Illinois 60610
Attention: John L. Marks

or at such other place as Landlord may from time to time designate by notice to Tenant. Mailed notices shall be deemed given upon posting in the United States mails in accordance with the provisions of this Article 28.

Article 29.

Conveyance By Landlord.

In case Landlord or any successor owner of the Property or the Building shall convey or otherwise dispose of any portion thereof to another person, or in the event any member of the joint venture constituting the Landlord conveys or otherwise disposes of any portion of its interest in such joint venture to another person, such other person shall in its own name

or as a member of such joint venture, as the case may be, thereupon be and become Landlord hereunder and shall assume fully in writing and be liable upon all liabilities and obligations of this Lease to be performed by Landlord which first arise after the date of conveyance, and such original Landlord or successor owner or member of such joint venture shall, from and after the date of conveyance, be free of all liabilities and obligations not then incurred.

Article 30.

Brokers.

Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiation or making of this Lease other than Mark IV Realty, Inc., and Tenant agrees to indemnify and hold harmless Landlord from the claim or claims of any other broker or brokers claiming to have interested Tenant in the Building or Premises or claiming to have caused Tenant to enter into this Lease.

Article 31.

Miscellaneous.

Landlord and Tenant further covenant with each other that:

(a) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) In addition to any and all other rights and remedies available to Landlord either under the terms of this Lease or at law or in equity, all payments becoming due under this Lease or under any work order or other agreement relating to the Premises shall be considered as rent, and if unpaid when due shall bear interest from such date at the rate of fifteen percent (15%) per annum until paid.

(c) The word "Tenant" wherever used herein shall be construed to mean Tenants in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representatives, successors and assigns, provided this clause shall not permit any assignment contrary to the provisions of Article 25 hereof.

(e) All of the representations and obligations of Landlord are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by written authority signed by Landlord.

(f) Submission of this instrument for examination shall not bind Landlord in any manner, and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) Sectional headings in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof.

(i) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not offset or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

(j) Landlord's title is and shall always be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to commit or engage in any act which can, shall or may encumber the title of Landlord.

(k) Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

(l) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

(m) Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfaction of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

(n) All indemnities, covenants and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's partners, officers, agents and employees.

(o) In the event of any sale or other transfer of the Building, Landlord and the seller or transferor (and the beneficiaries of any selling or transferring land trust) shall be entirely

freed and relieved of all agreements and obligations of Landlord hereunder accruing or to be performed after the date of such sale or transfer.

(p) Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees or invitees) or any other cause beyond the reasonable control of Landlord.

Article 32.

Limitation Of Liability.

This instrument is executed by 400 North Franklin Limited Partnership solely in its capacity as agent for and on behalf of LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by all parties hereto that nothing herein shall be construed as creating any liability on LaSalle National Bank or any of its agents or beneficiaries personally to perform any covenant contained herein, either expressed or implied, all such liability, if any, being expressly waived by any party now or hereafter claiming any right hereunder, and that all other parties hereto shall look solely to the trust corpus for recourse.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this lease reads as follows:

Exhibit A.

Interim Chicago Public Library Site
400 North Franklin Street.

Building Standards.

Entry Lobby

Existing lobby to be remodeled to accommodate a new handicap entry way. Access to a new passenger elevator and rework of north wall to be provided. A new fire stairway connected to existing stairway at the northeast corner of the building servicing floors 2 through 6 will be

installed. All doors in this area along with fire exit doors at the northwest corner will be installed according to fire code. Additional suspended ceiling fluorescent lighting to be provided.

Elevators

Existing passenger elevator to be reworked and interior panels to be installed. Landlord to provide during the first lease year one new additional passenger elevator directly adjacent to the north of the existing passenger elevator. Landlord shall make every reasonable effort to install the additional elevator as quickly as possible during said first lease year. Freight elevator to be checked and serviced.

Electrical

Fluorescent lighting (one fixture per 150 square feet) will be provided in all areas suspended from exposed ceiling. New light switching (one per office; group switching in main book area; 1 switch per 2,000 square feet), convenience wall outlets (one each per 200 square feet of rentable area), and telephone conduit and junction box where shown on plan to be installed. 300 AMP service panel for each floor. Lessor to provide empty conduit for Tenant-provided security system.

Windows

As required, all windows on the south, east, and west walls will be replaced and/or repaired. New and existing windows that remain will be repainted.

Washrooms

Men's and women's washroom facilities will be provided on each floor with the exception of Lower Level.

H.V.A.C.

Heating: Existing perimeter heat serviced from main boiler to be retained. Cooling: Existing air conditioning on floors 1 and 3 to be retained. Where required for first, fourth, fifth, and sixth floors and the lower level, new V.A.V. H.V.A.C. system will be provided capable of maintaining inside space conditions of 78 degrees Fahrenheit dry bulb and approximately 55% relative humidity ($\pm 5\%$) when outside conditions are 95 degrees Fahrenheit based on one person per 100 square feet and an electrical lighting allocation of 5 watts per square foot; exposed duct with individual controls per floor to be included.

Sprinklers

Existing sprinklers throughout the building are to be retained. Where necessary, due to construction of new toilet and/or equipment rooms, sprinkler heads will be dropped.

Roof	Inspected and repaired where required.
	Lower Level.
	22,300 Square Feet.
Ceiling	Open exposed to underside of floor above.
Perimeter and Column Finishes	Existing surfaces to be painted one color throughout. Color to be selected from Landlord's color chart.
Floor Finishes	Existing concrete floor to be washed.
Interior Partitions	Existing metal and cement block partitions to be installed as required.
Electrical	Existing lighting to be reworked and additional fluorescent lights to be added as required.
Washrooms	Existing facilities to be upgraded and existing walls and partitions to be repainted.
Heating/ Ventilating	Existing heat plus ventilation as required by code to be installed.
Vaulted Areas	Sidewalk above vaulted areas to be reworked and sealed.
	First Floor.
	10,100 Square Feet.
Ceiling	Lobby area to remain exposed and painted black. Loading dock and receiving area to remain as is. Hallway, office area, and security area painted black.
Perimeter and Column Finishes	Lobby area to remain as is. Loading dock area to be painted gray. Corridors and office area painted one color

throughout. Color to be selected from Landlord's color chart.

Floor Finishes

Lobby area--existing vinyl floor to remain. Loading dock area--treated exposed concrete floor to remain. Hallway--vinyl tile. Office area-- carpet or vinyl tile from Landlord's standard selection.

**Interior
Partitions**

Lobby Area--existing drywall to remain as is. North wall to be reworked to accommodate new stairway and new passenger elevator. Paint to match existing wall. Opening along southwest wall to provide access to east/west hallway.

Electrical

Lobby Area--additional fluorescent lighting to be added to existing suspended ceiling. Loading dock area to remain as is. Ceiling--hung fluorescent fixtures to be installed in hallway and office area.

Outlets, telephone conduit, and switches as shown on attached plans.

Second Floor.

Not included.

Third Floor.

25,000 Square Feet.

**Perimeter and
Column Finishes**

Existing surface to be painted one color throughout. Color to be selected from Landlord's color chart.

Floor Finishes

Existing carpet to be removed. New carpet or vinyl tile selected from Landlord's standard selection to be provided. Existing ceramic tile in bathrooms to remain as is.

Windows	Existing windows and window coverings for the east 75% of the floor will be retained. The remaining 25% to be reworked according to building standard.
Interior Partitions	Existing metal partitions and doorways to be reworked as per attached plan. Existing drywall partition and doorways at west end of floor to remain.
H.V.A.C.	Existing H.V.A.C. and equipment areas to remain.
Plumbing/Bathrooms	Existing men's and women's facilities to remain.
Ceiling	Existing acoustical tile to be removed from proposed general book area. Ceiling tile in planned or existing office areas are to be either retained or removed as per attached floor plan. Exposed ceiling grid and ducts to be painted black.
Kitchen	Existing kitchen sink and cabinet area to remain as is.

Fourth, Fifth And Sixth Floors.

4th--25,000 square feet; 5th--25,000 square feet; 6th--25,160 square feet.

Ceiling	Painted black--open exposed to underside of floor above.
Perimeter and Column Finishes	Existing surface to be painted one color throughout. Color to be selected from Landlord's color chart.
Floor Finishes	New carpeting, selected from Landlord's standard carpet selection, or vinyl tile will be provided.
Interior Partitions	Metal partitions available from existing Landlord inventory for divider wall as shown on attached plan.
Electrical	Fluorescent lighting (one fixture per 150 square feet) will be provided in all areas suspended from exposed ceilings. New light switching, convenient wall outlets (one each per 200 square feet of rentable area), and telephone conduit and junction box (one per 350 square feet of rentable square footage) to be installed. 300 AMP service panel for each floor.

[Blueprints to this lease printed on pages 6247 through
6252 of this Journal.]

1224 West Van Buren Street/Chicago Public Library.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease from American National Bank and Trust Company of Chicago, not personally but solely as trustee, as Lessor, for approximately 100,000 square feet of office space located on the 4th through 7th floors at 1224 West Van Buren Street, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease agreement attached to this ordinance reads as follows:

Lease Agreement.

This Lease, made and entered into as of the _____ day of _____, 1987, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated February 19, 1987 and known as Trust No. 101382-04 ("Landlord"), and The Chicago Public Library, an agency of the City of Chicago, Illinois ("Tenant").

Witnesseth:

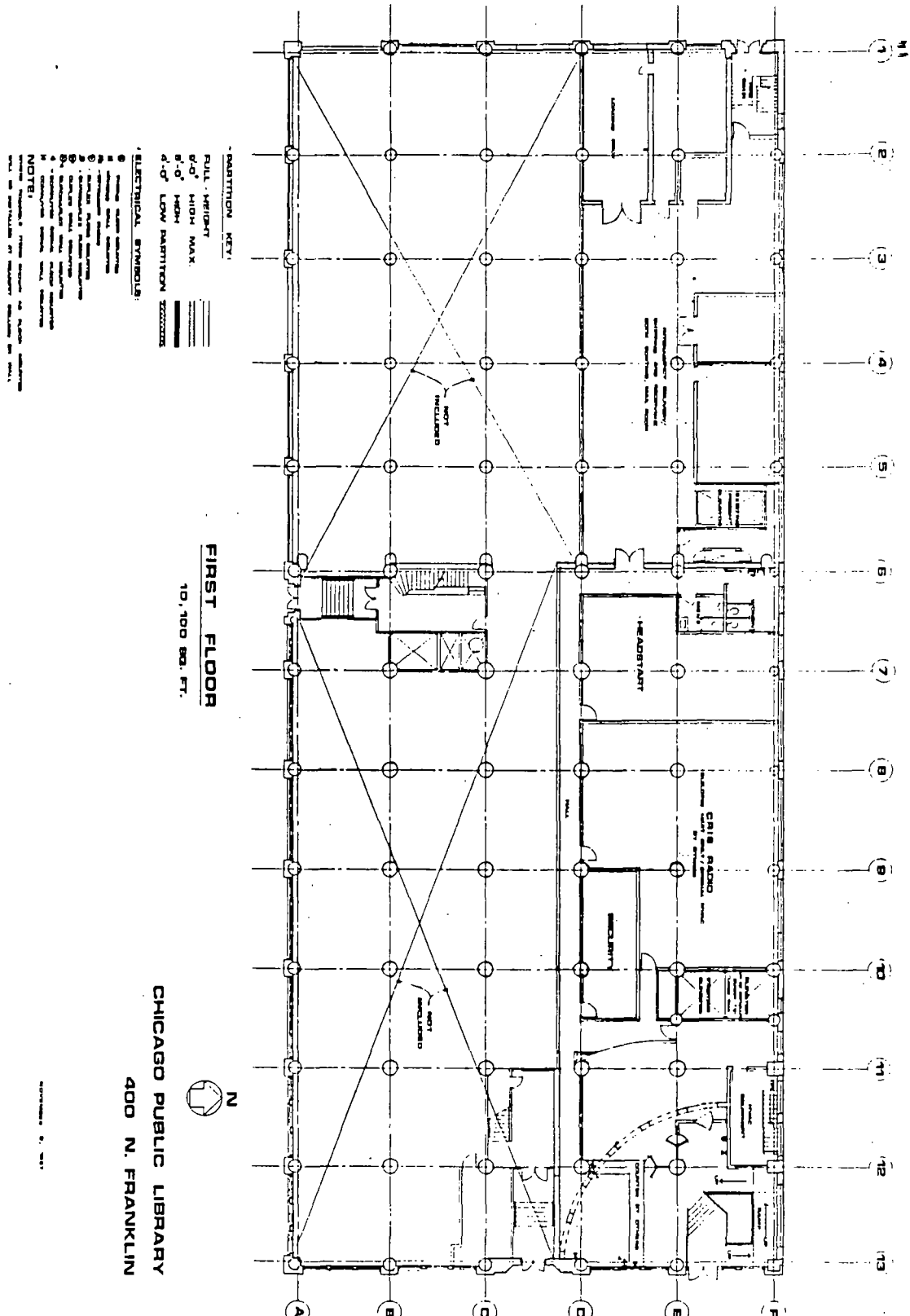
Whereas, Landlord is the owner of a certain parcel of land legally described in Exhibit A attached hereto (the "Land"); and

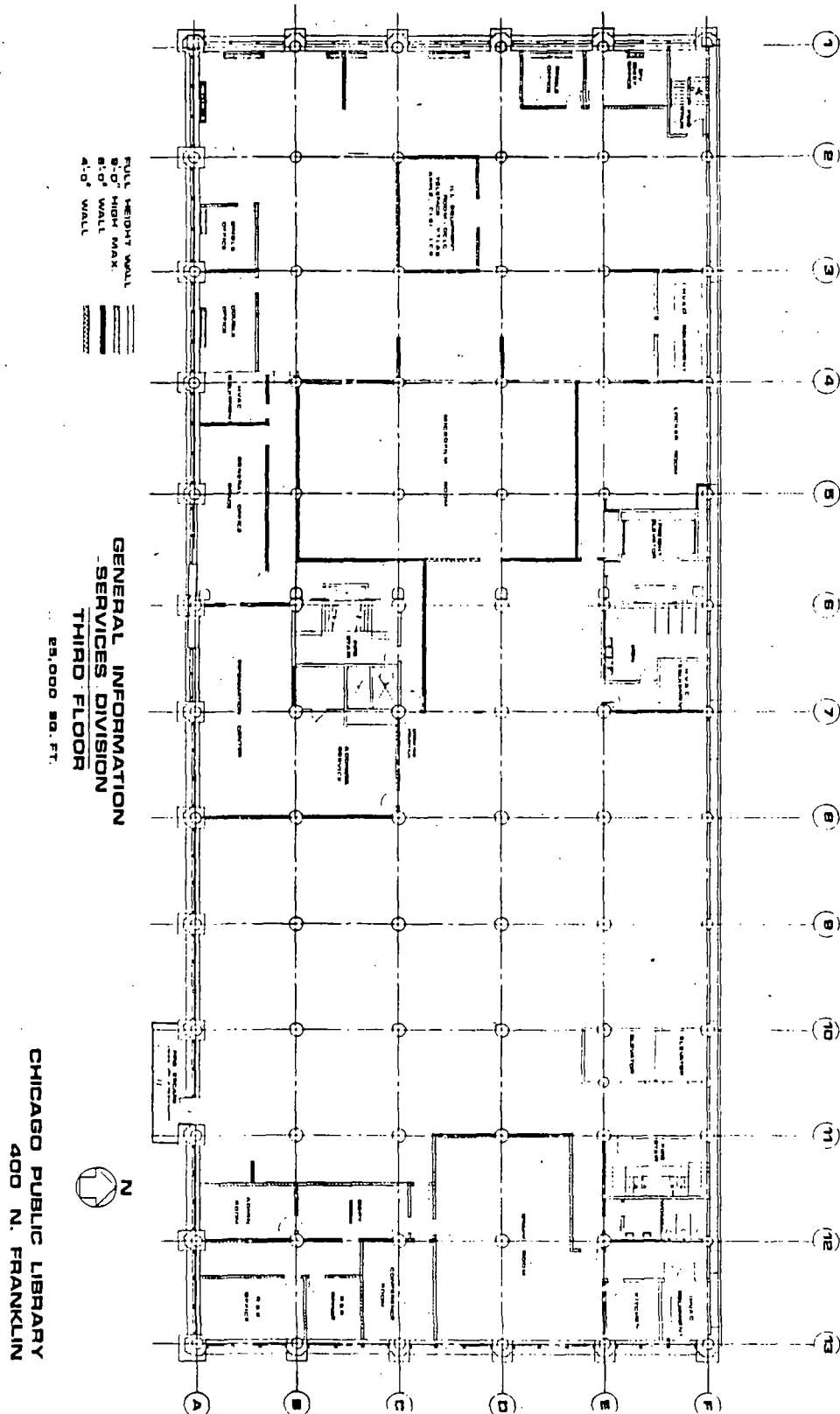
Whereas, the Land is improved with a seven-story building commonly known as 1224 West Van Buren Street, Chicago, Illinois (the "Building"); and

Whereas, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a certain portion of the Building subject to and upon the terms, covenants and conditions set forth herein. Certain terms used herein are defined in the succeeding provisions of this Lease.

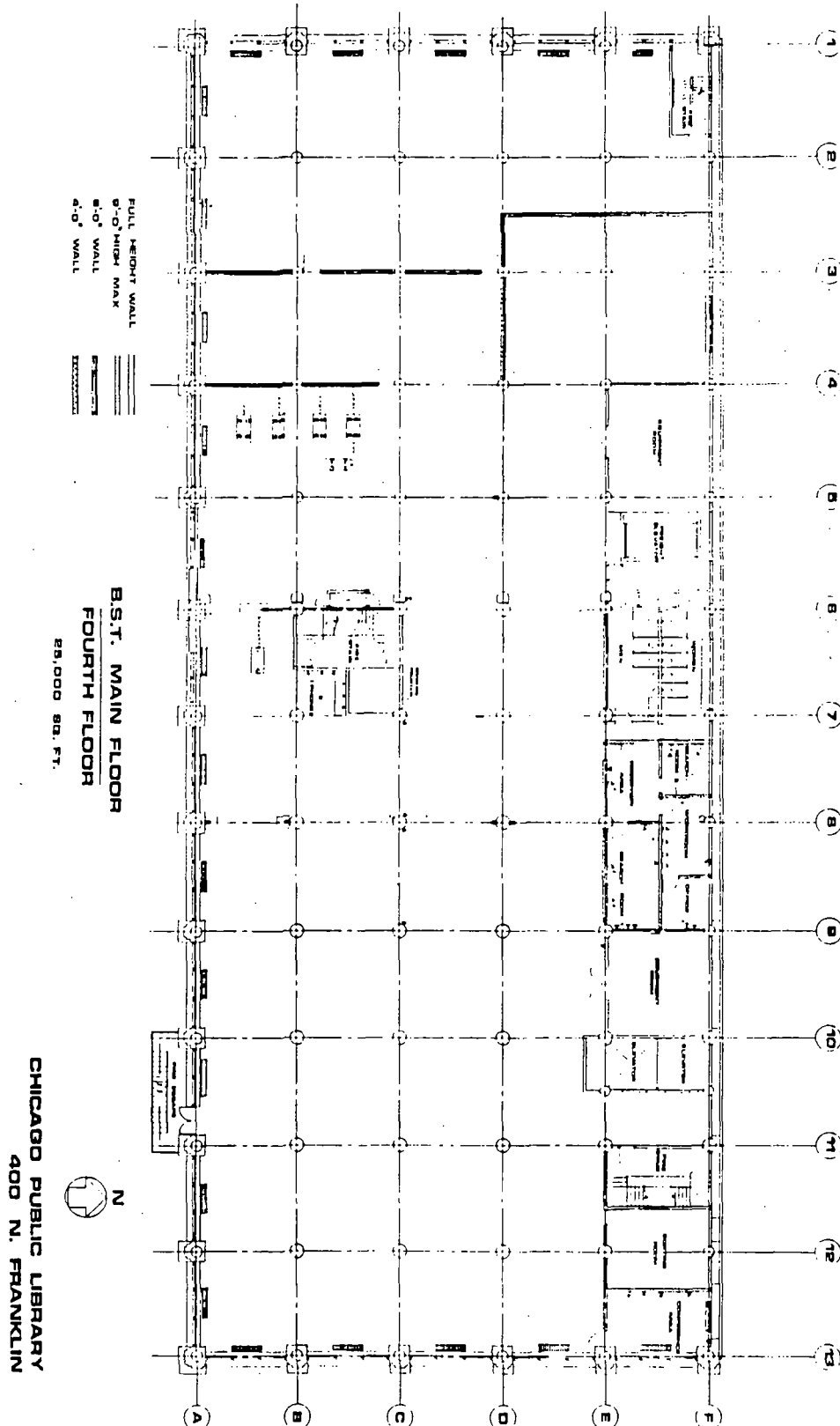
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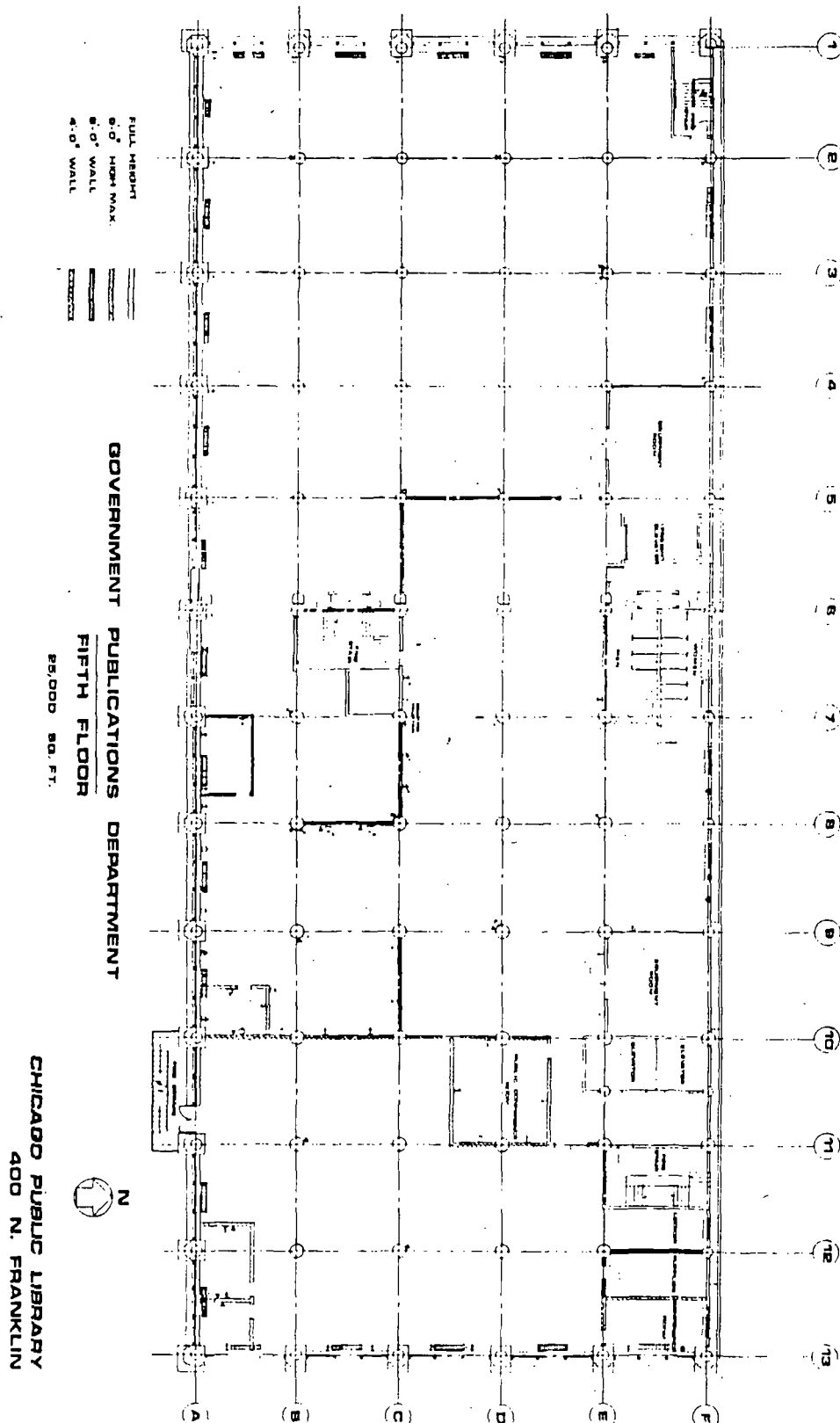
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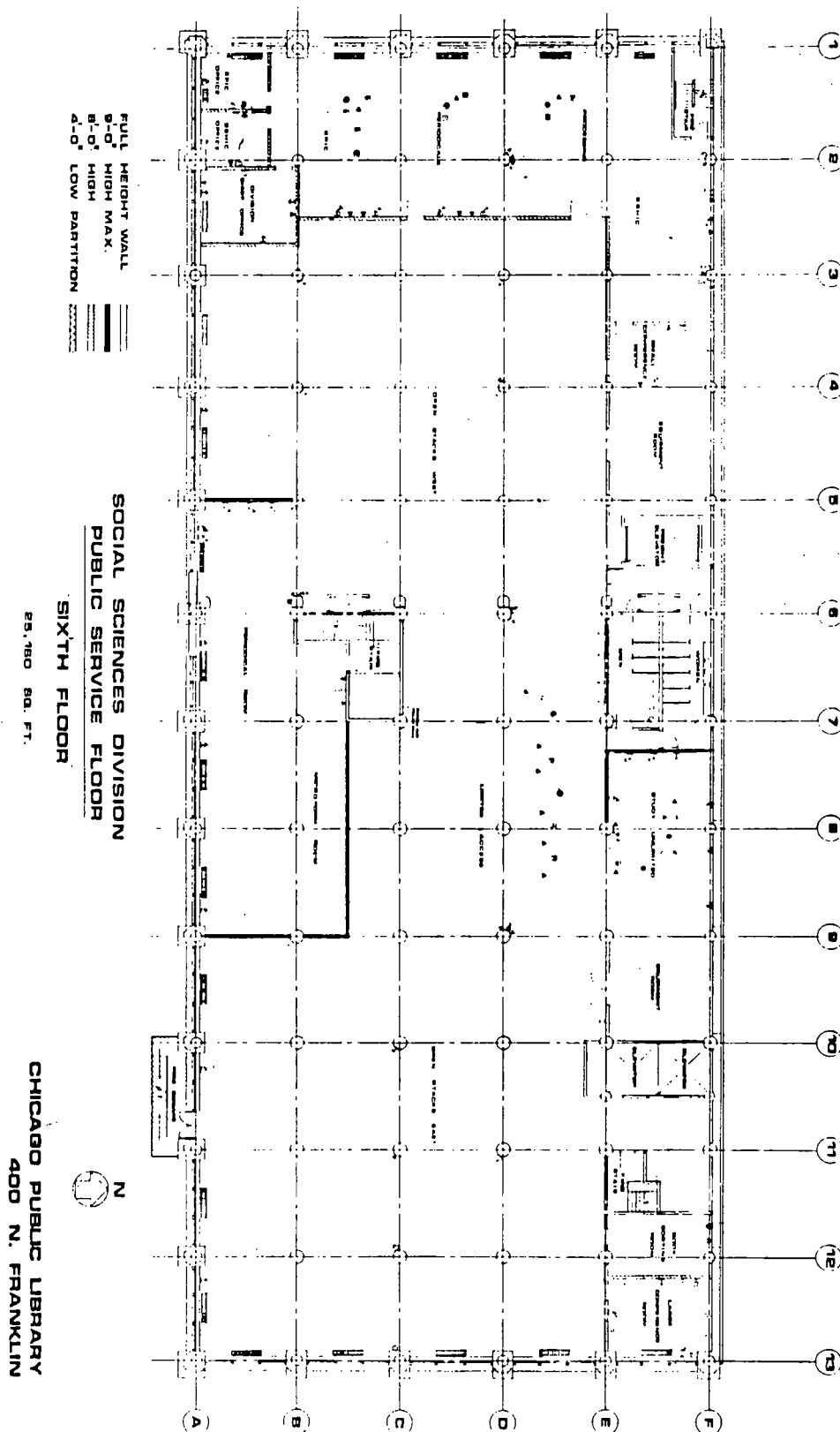
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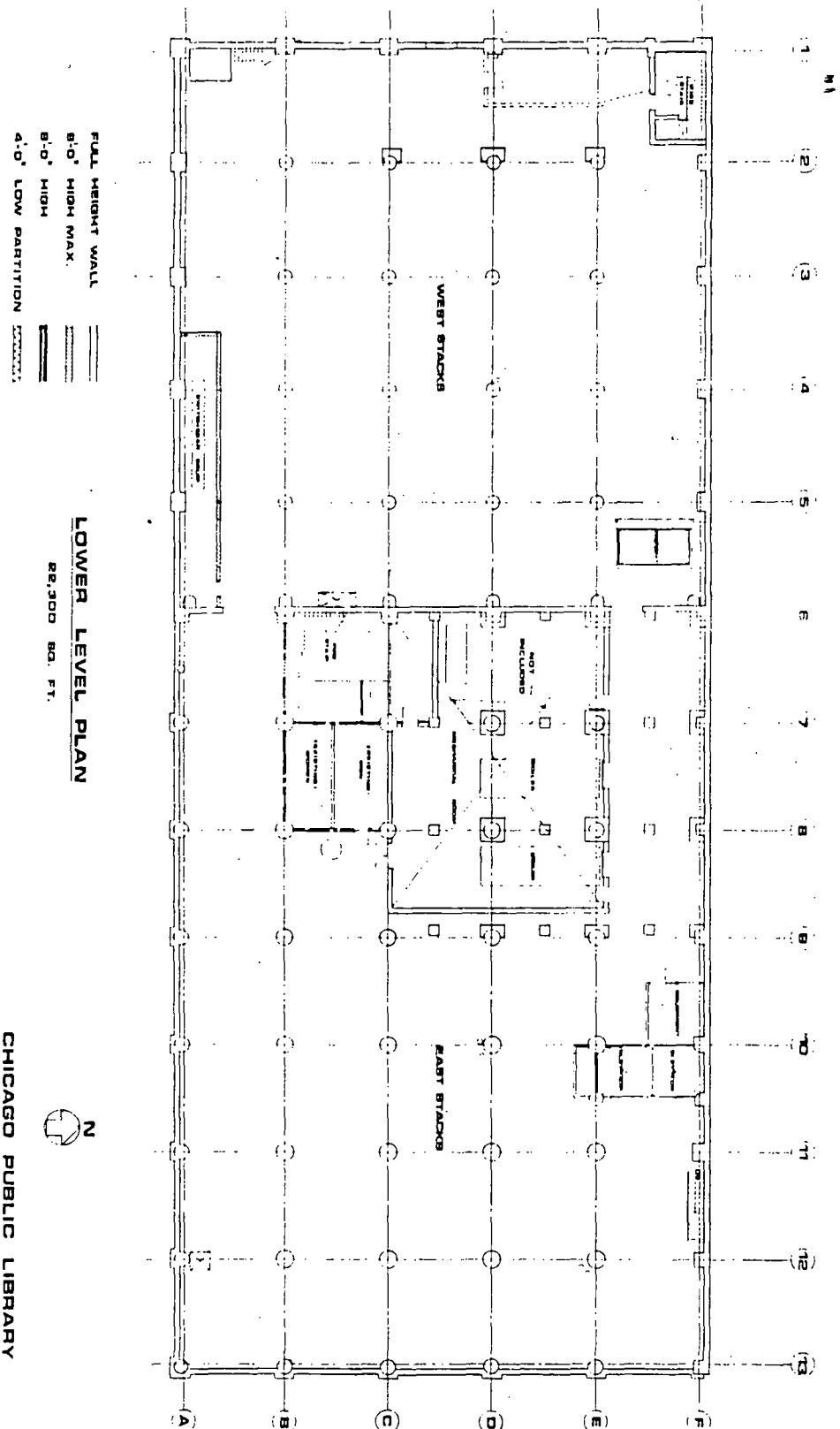
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(PAGE 6 OF 6)

(Continued from page 6246)

Now, Therefore, in consideration of the foregoing recitals, and of the mutual covenants herein contained, Landlord and Tenant hereby covenant and agree as follows:

1. Premises.

1.1 Upon and subject to the terms, covenants and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the portion of the Building comprising the entire fourth (4th), fifth (5th), sixth (6th) and seventh (7th) floors of the Building (the "Premises"). The Building and the Land, together with utilities, facilities, drives, walkways and other amenities appurtenant to or servicing the Building, are herein sometimes collectively called the "Real Property".

1.2 Landlord and Tenant agree that the rentable area of the Premises is ninety-six thousand five hundred sixty-three (96,563) square feet, and that the rentable area of the fourth (4th) floor of the Building is twenty-nine thousand seven hundred forty-eight (29,748) square feet. In the event Tenant elects to terminate this Lease with respect to the fourth (4th) floor of the Building, as provided in Section 28, Landlord and Tenant agree that the rentable area of the Premises excluding the fourth (4th) floor is sixty-six thousand eight hundred fifteen (66,815) square feet.

1.3 Landlord shall cause the Premises to be improved to Tenant's specifications in accordance with the Work Letter attached hereto as Exhibit B.

2. Term.

2.1 The Premises are leased for a term (the "Term") which shall commence, and Tenant's obligation to pay rent (as defined in Article 3) pursuant to Article 3 hereof shall begin on a date (the "Commencement Date") which shall be the earlier of (a) June 1, 1988, or (b) the day on which Tenant first occupies all or any portion of the Premises, and shall terminate on the Expiration Date (as defined in Section 2.2); provided, however, that Tenant may enter upon all or any portion of the Premises prior to the Commencement Date for the sole purpose of preparing the Leased Premises for Tenant's impending occupancy of the Premises, so long as Tenant does not commence any business operations in all or any portion of the Premises prior to the Commencement Date; and further provided, however, that if, on or prior to June 1, 1988 the Premises Completion Date (as defined in Section 2.3) has not occurred, then (i) the Commencement Date shall occur and the payment of Rent shall begin on the earlier of the Premises Completion Date or the day on which Tenant first commences any business operations in all or any portion of the Premises; (ii) neither the validity of this Lease nor the obligations of Tenant under this Lease shall be affected by such delay in the Premises Completion Date; and (iii) Tenant shall have no claim against Landlord or Landlord's contractors, agents or representatives (whether for loss of use or otherwise) because of Landlord's failure to deliver possession of the Premises on the date originally fixed therefor.

2.2 For purposes of this Lease the term "Expiration Date" shall mean the day immediately preceding the seventh (7th) anniversary date of the Commencement Date

(unless the Commencement Date is a day other than the first day of a calendar month, in which event the Expiration Date shall be the date seven (7) years after the last day of the calendar month following the calendar month in which the Commencement Date occurs), or such earlier date on which this Lease terminates pursuant to the terms hereof. Following the Commencement Date, at the request of either party hereto Landlord and Tenant shall execute a written instrument setting forth the Commencement Date and the Expiration Date of the Term of this Lease.

2.3 Landlord shall, when construction progress so permits, notify Tenant in advance of the approximate date on which Landlord's Work (as defined in Exhibit B attached hereto, the "Work Letter") will be substantially completed. The date upon which Landlord's Work in the Premises is substantially completed shall be the "Premises Completion Date"; provided, however, that if substantial completion of Landlord's Work in the Premises is delayed because of any Tenant Delay (as defined in the Work Letter), the Premises Completion Date shall be deemed to occur on the date when it would have occurred had there been no such Tenant Delay. Landlord's Work in the Premises shall be deemed to be substantially complete when Landlord's Work has been substantially performed in accordance with the provisions of the Work Letter, subject only to the completion of minor items of construction, installation or decoration or minor adjustments which do not interfere with Tenant's ability to use the Premises for its business operations without unreasonable disruption or interference. If any dispute shall arise as to whether the Premises are substantially completed, a certificate furnished by Landlord's architect or space planner for the Building certifying the date of substantial completion of the Premises shall be conclusive of that fact and date and shall be binding upon Landlord and Tenant. It is agreed that by occupying the Premises Tenant formally accepts the Premises and acknowledges that the Premises are in the condition called for under this Lease.

2.4 Landlord agrees that the Premises Completion Date shall occur no later than one hundred eighty (180) days from the date on which Landlord approves the Tenant's Final Construction Drawings, subject to any Tenant Delays and any Unavoidable Delays. In the event that the Premises Completion Date is delayed beyond the date which is one hundred eighty (180) days from the date on which Landlord approves Tenant's Final Construction Drawings (as defined in the Work Letter), plus one (1) additional day for each day Landlord's Work is delayed due to Tenant Delay or Unavoidable Delay (the "Extended Completion Date"), Landlord shall pay to Tenant a penalty for such delay as follows:

(a) Thirty-eight Thousand Seven Hundred Dollars (\$38,700.00), if the Premises Completion Date occurs later than the Extended Completion Date;

(b) An additional Thirty-eight Thousand Seven Hundred Dollars (\$38,700.00), if the Premises Completion Date occurs later than the date which is thirty (30) days following the Extended Completion Date;

(c) An additional Sixty-nine Thousand Six Hundred Sixty Dollars (\$69,660.00), if the Premises Completion Date occurs later than the date which is sixty (60) days following the Extended Completion Date; and

(d) An additional Sixty-nine Thousand Six Hundred Sixty Dollars (\$69,660.00) for each additional 30-day period, commencing with the date which is ninety (90) days following the Extended Completion Date, for which the Premises Completion Date has not occurred.

3. Basic Rent; Additional Charges.

3.1 Subject to the provisions of Section 3.3 hereof, Tenant shall pay to Landlord during the Term annual base ("Base Rent") as follows:

(a) For the first (1st) twelve full calendar months during the Term (and, if the Commencement Date is other than the first day of a Calendar Month, for the portion of the calendar month during which the Commencement Date occurs), Base Rent shall be payable at the rate of Ten Dollars (\$10.00) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(b) For the second (2nd) twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Ten Dollars and Sixty Cents (\$10.60) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(c) For the third (3rd) twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Eleven Dollars and Twenty-four Cents (\$11.24) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(d) For the fourth (4th) twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Eleven Dollars and Ninety-one Cents (\$11.91) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(e) For the fifth (5th) twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Twelve Dollars and Sixty-two Cents (\$12.62) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(f) For the sixth (6th) twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Thirteen Dollars and Thirty-eight Cents (\$13.38) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

(g) For the seventh (7th) and last twelve full calendar month period during the Term, Base Rent shall be payable at the rate of Fourteen Dollars and Eighteen Cents (\$14.18) per square foot per annum for each square foot of rentable area of the Premises as provided in Section 1.2 hereof.

Base Rent shall be payable by Tenant in equal consecutive monthly installments on or before the first day of each calendar month during the Term, in advance, at the address

specified for Landlord in the Basic Lease Information, or such other place as Landlord shall designate, without any prior demand therefor and without any abatement, deductions or setoff whatsoever. If the Commencement Date should occur on a day other than the first day of a calendar month, then the rental for such fractional month shall be prorated upon a daily basis from the Commencement Date through the last day of the calendar month in which the Commencement Date occurs.

3.2 The monthly installment of Base Rent payable hereunder during the forty- eight (48) full months during the term of the Lease commencing with the thirteenth (13th) full month of the Term through and including the sixtieth (60th) full month of the Term shall be increased or decreased by the Additional Improvement Rent Adjustment, if any (as defined in the Work Letter attached hereto as Exhibit B).

3.3 Base Rent shall be abated during each of the sixth (6th), forty-second (42nd), fifty-fourth (54th), sixty-sixth (66th) and seventy-eighth (78th) full calendar months during the Term.

3.4 Tenant shall pay to Landlord all charges and other amounts whatsoever payable by Tenant to Landlord as provided in this Lease including the Exhibits hereto (collectively "Additional Charges"), at the place where the Base Rent is payable, Landlord shall have the same remedies for a default in the payment of Additional Charges as for a default in the payment of Base Rent. As used herein, the term "Rent" shall mean the Base Rent and all Additional Charges.

3.5 If Tenant shall fail to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amounts shall be subject to a late payment charge equal to five percent (5%) of such unpaid amounts in each instance. Such late payment charge has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment to Landlord's ability to meet its own obligations relating to the Building in a timely manner that will be incurred by Landlord as a result of any such failure by Tenant, the actual costs thereof in each instance being difficult to determine.

4. Utilities.

4.1 Landlord shall furnish to the Premises during the period from 8:00 A.M. to 7:00 P.M., Monday through Friday, and 9:00 A.M. to 2:00 P.M. on Saturday, except for New Year's Day, Martin Luther King, Jr.'s Birthday, Abraham Lincoln's Birthday, George Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and such other national, state or municipal holidays as are generally recognized in the City of Chicago, Illinois, and subject to rules and regulations from time to time established by Landlord, (a) heating, air conditioning and ventilation in amounts required, in Landlord's reasonable judgment, for the normal use and occupancy of the Premises (subject, however, to energy conservation measures enacted from time to time by the City of Chicago, Cook County, State of Illinois or United States of America), (b) freight and passenger elevator service, (c) electric current in amounts required for normal lighting by building standard overhead fluorescent fixtures and for normal fractional horsepower office machines (subject, however, to energy conservation measures enacted from time to time by the City of Chicago, Cook County, State of Illinois

or United States of America), and (d) water for lavatory and drinking purposes. It is understood that, subject to Sections 4.2, 4.3 and 4.4 hereof, passenger elevator service, electric current and water will be available twenty-four (24) hours a day, and freight elevator service will be available in accordance with the Rules and Regulations. Landlord shall have no obligation to provide custodial or janitorial services for the Premises. Landlord shall provide for exterior window washing of the Building from time to time as determined necessary by Landlord, but in no event less than semi-annually.

4.2 Landlord may impose a reasonable charge for air-conditioning and electric current furnished to the Premises. The cost of such services shall, to the extent practicable, be separately metered, in which event only the actual cost of such services and any and all taxes payable in connection therewith shall be paid by Tenant. The cost of installation of such separate metering system(s) and any separate conduit, wiring or panel requirements therefor, will be included in the cost of Landlord's Work; the cost of the maintenance and repair of such metering system(s) in the Premises shall be Additional Charges hereunder and shall be borne and paid by Tenant, and Tenant agrees to reimburse Landlord for such costs within five (5) days after demand therefor by Landlord.

4.3 Landlord may impose a reasonable charge and establish reasonable rules and regulations for the use of heating, ventilation or other building services by Tenant at any time other than during the hours set forth in the first sentence of this Section 4.1, and for any janitorial services required at the Building because of the carelessness of Tenant, the nature of Tenant's business operations at the Premises, or the removal of any refuse and rubbish discarded from the Premises except for discarded material placed in the refuse disposal containers designated by Landlord from time to time.

4.4 In the event any governmental authority having jurisdiction over the Building promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on Landlord or the Building or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the provision of any other utility or service provided with respect to this Lease, Landlord may, in its sole and absolute discretion, take any action necessary to comply with such mandatory or voluntary controls or guidelines, including making alterations to the Building. Such compliance and the making of such alterations shall in no event entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Rent reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Tenant.

4.5 Without the prior written consent of Landlord, which Landlord may grant or refuse in its sole and absolute discretion, Tenant shall not: (a) connect any electrical equipment to the Building's electricity distribution system other than typewriters, word and data processing equipment, and other office machines which consume comparable amounts of electricity, (b) use any electrical equipment, the electrical load of which exceeds the capacity of the electric service furnished to the Premises pursuant to Tenant's Final Construction Drawings; or (c) connect any apparatus, machine or device with water pipes or electric current (except in the case of electric current, through existing electrical outlets in the Premises) for the purpose of using water or electric current.

4.6 In the event Tenant's electrical load shall exceed the capacity of the electrical service furnished to the Premises pursuant to Tenant's Final Construction Drawings, and Landlord shall consent to such excess electrical load as provided for in Section 4.5 hereof, Landlord shall have the right to install any machinery and equipment that Landlord reasonably deems necessary to restore temperature balance, including, without limitation, modifications to the standard air conditioning equipment, and the cost thereof, including the cost of installation and any additional cost of operation and maintenance incurred thereby, shall be paid by Tenant to Landlord within five (5) days after demand by Landlord.

4.7 Without the prior written consent of Landlord, which Landlord may grant or refuse in its sole and absolute discretion, Tenant shall not place or install in the Premises any machine or equipment the weight of which shall exceed the normal load bearing capacity of the floors of the Building; and, if Landlord consents to the placement or installation of any such machine or equipment in the Premises, Tenant at its sole cost and expense shall reinforce the floor of the Premises in the area of such placement or installation, pursuant to plans and specifications approved by Landlord and otherwise in compliance with Article 7 hereof, to the extent necessary to ensure that no damage to the Premises or the Building or weakening of any structural supports will be occasioned thereby. Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in connection with Landlord's review of any plans and specifications for reinforcement of the floor of the Premises within five (5) days after demand therefor by Landlord.

5. Use Of The Premises.

5.1 Tenant shall use and continuously occupy the Premises during the Term of this Lease solely for the following purposes and for no other purpose or use without the prior written consent of Landlord: (a) general office, (b) supply, (c) technical processing (printing and lubrication), (d) storage, (e) assembly, and (f) computer processing (word and data).

5.2 Tenant shall not use or occupy, or permit the use or occupancy of, the Premises or any part thereof for any use other than the use specifically set forth in Section 5.1 hereof, or in a manner that would conflict with the provisions of this Lease or that, in Landlord's judgment, would adversely affect or interfere with any services required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, or with the proper and economical provision of any such service, or with the use or enjoyment of any part of the Building by any other tenant or occupant thereof, or that would conflict with or violate any permit, special restriction or certificate of occupancy or completion required, recorded or issued for the Premises or any other part of the Building.

5.3 Tenant shall not do anything or permit anything to be done or to exist in or about the Premises which shall (a) invalidate or be in conflict with the provisions of any fire or other insurance policies covering any part of the Real Property or any property located therein or thereon, or (b) result in a refusal by any insurance company of good standing to insure any part of the Real Property or any such property in amounts reasonably satisfactory to Landlord, or (c) subject Landlord to any liability or responsibility for injury to any person or property by reason of any business operation or other activity being conducted in the Premises or any condition of or in the Premises, or (d) cause any increase in the insurance rates applicable to any part of the Real Property or property located therein or thereon at the beginning of the Term or at any time thereafter. Tenant, at Tenant's expense, shall

comply with all rules, orders, regulations and requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.

6. Common Areas; Building Changes.

6.1 The manner in which the common areas of the Real Property are maintained and operated and the expenditures therefor shall be at the sole and absolute discretion of Landlord, and the use of such areas and any facilities in connection therewith shall be subject to the Rules and Regulations (as defined in Article 24). The term "common areas" as used herein shall mean the pedestrian sidewalks, open spaces, truckways, loading docks, hallways, lobbies, corridors, delivery areas, public toilets, restrooms, elevators and stairs not contained in any of the leased areas of the Building, and all other areas or improvements that may be provided by Landlord for the convenience and use of the tenants of the Building and their respective agents, employees, customers, invitees, and any other licensees and invitees of Landlord. Landlord reserves the right, from time to time, to utilize portions of the common areas for displays, the leasing of kiosks or other retail sales locations, or such other uses that, in Landlord's judgment, tend to promote the character or attractiveness of the Building.

6.2 Landlord hereby reserves the right in its sole and absolute discretion, at any time and from time to time, without same constituting an actual or constructive eviction, to make alterations, additions, repairs, or improvements to or in, or decrease the size or area of, all or any part of the Building, the fixtures and equipment therein, the heating, ventilation, air conditioning, plumbing, electrical, mechanical, fire protection, life safety, security, elevator and other systems of the Building (the "Building Systems"), the common areas and all other parts of the Real Property, and to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets and other public parts of the Building; provided, however, that no such changes shall materially impair or alter Tenant's use and occupancy of the Premises.

7. Tenant's Property; Tenant's Changes.

7.1 Except as provided in Section 7.2, all fixtures, equipment, improvements, appurtenances and other property attached to or built into the Premises at the commencement of or during the Term, whether or not pursuant to the Work Letter and whether or not at the expense of Tenant, and any replacements thereof whether or not at the expense of Tenant, shall be and remain a part of the Premises, shall be deemed the property of Landlord and shall not be removed by Tenant, except as otherwise expressly provided in this Article 7.

7.2 All furniture, furnishings, trade fixtures and trade equipment and other articles of movable personal property placed or installed in the Premises by or for the account of Tenant, without expense to Landlord, and which can be removed without structural or other material damage to the Building or the Premises (all of which are herein called "Tenant's Property") shall be and remain the property of Tenant and may be removed by it at any time during the Term; provided that if any of Tenant's Property is removed, Tenant or any party or person entitled to remove it shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from such removal, which obligation to

perform or pay for such repairs shall survive the termination of this Lease. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant or which is a replacement for such items originally provided by Landlord at Landlord's expense shall not be deemed to have been installed by or for the account of Tenant without expense to Landlord, and shall not be considered Tenant's Property.

7.3 On or before the Expiration Date of this Lease, Tenant shall remove from the Premises all of Tenant's Property except such items as the parties shall have agreed are to remain and to become the property of Landlord, and if Landlord so requests, Tenant shall also remove any additional work or alterations to the Premises installed by Tenant pursuant to Section 7.4 or Section 4.7 or otherwise. In each instance, Tenant at its sole cost and expense shall repair any damage to the Premises or the Building resulting from such removal. Tenant's obligations under this Section 7.3 shall survive the termination of this Lease. Any other items of Tenant's Property which shall remain in the Premises after the Expiration date of this Lease, may, at the option of Landlord, be deemed abandoned and in such case may either be retained by Landlord as its property or be disposed of, without accountability, at Tenant's expense in such manner as Landlord may see fit.

7.4 Tenant shall make no alterations, installations, additions or improvements (collectively "Tenant's Changes") in or to the Premises without Landlord's prior written consent, which Landlord may grant or withhold in its sole and absolute discretion. No Tenant's Changes shall require Landlord to do any work or expend any sums, whether pursuant to any applicable law, code or regulation or otherwise, for or with respect to the Premises or any other part of the Real Property, nor result in the loss of any rentable area or any amenities of the Building or otherwise adversely affect any economies in the operation of the Building. All Tenant's Changes shall be done at Tenant's expense, at such times and in such manner as Landlord may designate, in accordance with plans and specifications approved by Landlord, only by such contractors or mechanics as are approved by Landlord, in conformity with the requirements of Section 8.2 hereof, and subject to all other conditions which Landlord may in its sole and absolute discretion impose. Any proposed Tenant's Changes to or affecting any of the Building Systems must be either designed by or approved by Landlord's designated architects or engineers. Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in connection with any proposed Tenant's Changes, including without limitation any fees charged by Landlord's architects or engineers in connection with the preparation or review of any plans and specifications for any proposed Tenant's Changes, within five (5) days after demand therefor by Landlord.

8. Maintenance And Repairs.

8.1 Landlord shall maintain and repair the Building shell, the Building Systems (exclusive of connections thereto installed in the Premises by or for Tenant), and the lighting fixtures and ballasts in the Premises (exclusive of bulb or tube replacement), provided that Tenant shall be obligated to reimburse Landlord upon demand for the costs of such repair or maintenance if necessitated or occasioned by the acts, omissions or negligence of Tenant or any person or entity claiming through or under Tenant, or any of their servants, employees, contractors, agents, customers, visitors or licensees, or by the condition of the Premises, or by the use or occupancy of the Premises by Tenant or any such person or entity. Except as expressly provided in the immediately preceding sentence,

Tenant shall maintain and take good care of the Premises and, at Tenant's cost and expense, shall make all repairs and replacements, structural and otherwise, as and when necessary to preserve the Premises in good working order and condition.

8.2 All repairs and replacements made by or on behalf of Tenant or any person or entity claiming through or under Tenant shall be made and performed (a) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (b) by contractors or mechanics approved by Landlord, (c) using equipment and materials which will not impair or otherwise adversely affect or interfere with the operation, performance or reliability of any of the Building Systems or with the use and occupancy of the common areas of the Building or the premises of any other tenant in the Building, (d) so that same shall be at least equal in quality, value, and utility to the original work or installation, and (e) in accordance with the Rules and Regulations and with all Legal Requirements (as defined in Article 10).

9. Liens.

9.1 Tenant shall keep the Premises free from any liens arising out of Tenant's Changes and any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by Landlord in connection therewith (including without limitation reasonable attorneys' fees) shall be payable to Landlord by Tenant on demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or that Landlord shall deem proper, for the protection of Landlord, and all or any part of the Real Property, and any other party having an interest therein, from mechanics' and materialmen's liens. Tenant shall give Landlord at least five (5) business days' prior written notice of commencement of any repair or construction on the Premises.

10. Compliance With Laws.

10.1 Tenant shall not use or occupy, or permit the use or occupancy of, the Premises in a manner that would violate any Legal Requirements. Tenant, at Tenant's cost and expense, shall comply with all Legal Requirements that shall impose any duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof, except that Tenant shall not be required to make any alterations to the Building shell or the Building Systems in order to comply therewith unless such alterations shall be necessitated or occasioned, in whole or in part, by Tenant's Changes or by the acts, omissions or negligence of Tenant or any person or entity claiming through or under Tenant, or any of their servants, employees, contractors, agents, customers, visitors or licensees, or by the condition of the Premises or the use or occupancy or manner of use or occupancy of the Premises by Tenant or any such person or entity.

10.2 The term "Legal Requirements" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses,

authorizations, directions, restrictions and requirements of any agreements with all courts and governmental or quasi-governmental authorities now or hereafter in effect and applicable to the Real Property or any part thereof, or any of the adjoining sidewalks, streets or ways.

11. Subordination.

11.1 This Lease is subject and subordinate to all existing mortgages and trust deeds now encumbering the Building or the Real Estate. If Landlord shall default under any such mortgage or trust deed and the mortgagee or beneficiary thereunder shall foreclose its lien or accept a conveyance in lieu of foreclosure, and provided that immediately prior to the time of such termination or such foreclosure or conveyance in lieu thereof this Lease shall be in effect, this Lease shall, at the election of such mortgagee or beneficiary, which election shall be subject in any case to the terms of the mortgage or deed of trust, as applicable, become a lease of the Premises between such mortgagee or beneficiary and Tenant upon all of the terms and conditions set forth in this Lease; provided that such mortgagee or beneficiary shall not be liable to Tenant for any default of Landlord under this Lease occurring prior to such termination, foreclosure or conveyance in lieu of foreclosure, or be subject to any offsets, counterclaims or defenses which Tenant may be entitled to assert against Landlord or be bound by payments by Tenant of Base Rent for more than one month in advance of the due date thereof or payments of security deposits or Additional Charges, unless Landlord delivers such amounts to such mortgagee or beneficiary.

11.2 In addition to being subject and subordinate to any and all existing mortgages and trust deeds, this Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases that may hereafter be executed affecting the Real Property, and (b) the lien of any mortgages or deeds of trust that may now exist or hereafter be executed in any amount for which the Real Property, ground leases or underlying leases, Building rentals, or Landlord's interest or estate in any of said items is specified as security; provided, however, that as a condition to such subordination Landlord shall secure in any such mortgages or deeds of trust and in any such ground leases or underlying leases a covenant on the part of the mortgagees, beneficiaries or ground or underlying lessors thereunder to recognize the interest of Tenant under this Lease in the event of any foreclosure or conveyance in lieu of foreclosure, or any termination of any such ground or underlying lease, if at the time of any such event Tenant is not then in default hereunder.

11.3 Notwithstanding any recognition of this Lease by any such mortgagees, beneficiaries, or ground or underlying lessors pursuant to Section 11.2, or by any existing mortgagee or beneficiary pursuant to Section 11.1, (a) Tenant's interest under this Lease shall nevertheless be subject to the rights of such mortgagees or beneficiaries or ground or underlying lessors to insurance and condemnation proceeds with respect to the Real Property, (b) any such recognition of Tenant's interest under this Lease shall not result in any liability or responsibility on the part of any such mortgagees, beneficiaries or ground or underlying lessors, for any past defaults of Landlord, the prepayment of any Rent by Tenant, any claim or setoff that Tenant may have against Landlord, or any obligations of Landlord with respect to the construction of the Building or the Premises, or any part thereof, and (c) no amendment of this Lease shall be binding on any such mortgagees or beneficiaries or ground or underlying lessors without such party's written consent.

11.4 In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination of any ground lease, underlying lease or lien to this Lease, attorn to and become the Tenant pursuant to the terms of this Lease of the successor in interest to Landlord at the option of such successor in interest.

11.5 The provisions of this Article 11 shall be self-operative and no further instrument shall be required. Tenant covenants and agrees, however, to execute and deliver, promptly upon demand by Landlord and in the form requested by Landlord, any additional documents evidencing the subordination of this Lease with respect to any such ground leases or underlying leases, or the lien of any such mortgages or deeds of trust.

12. Assignment And Subletting.

12.1 Neither Tenant, nor any other person or entity which at any time uses or occupies, or holds any interest in this Lease with respect to, all or any part of the Premises, whether acquired directly or indirectly from Tenant, including without limitation any subtenant or subassignee of any tier, and any person or entity acquiring any interest of Tenant or any such other person or entity under this Lease pursuant to any foreclosure sale or conveyance in lieu thereof (collectively "Transferor"), shall directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold or subleasehold estate (collectively, "Assignment") or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises (collectively, "Sublease"), without Landlord's prior written consent in each instance as provided hereinbelow, and each Transferor's leasehold estate shall consist only of the right to use and occupy the Premises (or the portion thereof covered by a Sublease) for its own purposes during the term of its leasehold estate.

12.2 If Tenant or any other Transferor desires at any time to enter into an Assignment or a Sublease, it shall first give written notice to Landlord of its intention to do so (the "Notice of Proposed Transfer"), which notice shall contain (a) the name of the proposed assignee, subtenant or occupant (collectively "Transferee"), (b) the nature of the proposed Transferee's business to be carried on in the Premises, (c) the terms and provisions of the proposed Assignment or Sublease, and (d) the most recent financial statement or other equivalent financial information concerning the proposed Transferee. In addition, Tenant shall provide to Landlord such other financial information as Landlord may request concerning the proposed Transferee. Once given, any such Notice of Proposed Transfer shall be irrevocable for such period of time as is permitted under Section 12.3 for Landlord to make an election and for such election to become final.

12.3 At any time within sixty (60) days after Landlord's receipt of any Notice of Proposed Transfer, Landlord may by written notice to Tenant or other Transferor elect to (a) terminate this Lease as to the portion of the Premises covered by the Sublease or Assignment specified in the Notice of Proposed Transfer (including all of the Premises if so specified), effective upon a date specified by Landlord in Landlord's notice, which date shall be not earlier than 30 days nor later than 60 days after Landlord's notice (the "Effective

Date"), with a proportionate abatement in the Rent payable hereunder and a proportionate reduction in the amount of parking furnished to Tenant as provided in Article 15 hereof, (b) consent to the Sublease or Assignment, or (c) disapprove the Sublease or Assignment. Landlord may elect any of the options in clauses (a) through (c) above in its sole and absolute discretion; provided that if Landlord does not elect the options in subsection (a), then Landlord agrees not to unreasonably withhold its consent to the Sublease or Assignment, but in any event such Sublease or Assignment shall be subject to the provisions of Section 12.6 hereof.

12.4 In the event Landlord elects the options set forth in subsection 12.3(a) above with respect to all or any portion of the Premises (the "Takeback Space"), Tenant or other Transferor shall (a) at all times provide without charge reasonable and appropriate access to the Takeback Space (if less than the entire Premises) and use of any common facilities, and (b) pay to Landlord, on demand, the costs incurred by Landlord, if any, in physically separating the Takeback Space (if less than the entire Premises) from the balance of the Premises and in complying with any applicable laws or regulations relating to such separation.

12.5 If Landlord consents to any Sublease or Assignment as set forth in subsection 12.3(b):

(a) Tenant or other Transferor may thereafter within ninety (90) days after Landlord's consent enter into such Assignment or Sublease, but only with the party and upon the specific terms and conditions set forth in the Notice of Proposed Transfer;

(b) In the case of a Sublease, Tenant shall pay to Landlord monthly, together with the monthly installments of Rent hereunder, the excess, if any, of any and all sums actually paid to or on behalf of Tenant under or in connection with such Sublease over (i) the Rent payable by Tenant under this Lease for the space covered by such Sublease (which shall be a pro rata portion of the rent payable hereunder in the case of a Sublease of a portion of the Premises), (ii) costs of any additional leasehold improvements made to the space sublet in excess of the cost to Landlord or any Landlord's Work which is not billed to and paid for by Tenant, allocated to the space sublet (on a per rentable square foot basis), and provided that such leasehold improvement costs shall be amortized over the shorter of the useful life of such leasehold improvements or the remaining term of this Lease as of the date of installation of such leasehold improvements, and (iii) Tenant's reasonable costs incurred in subleasing the space, including reasonable commissions and reasonable legal fees and expenses, or incurred in enforcing the terms of the Sublease or pursuing any remedies against the subtenant, including reasonable legal fees and expenses, provided that Tenant shall furnish Landlord with copies of bills or other similar documentation substantiating such costs; and

(c) Such Sublease or Assignment shall be subject to and in full compliance with all of the terms and provisions of this Lease; and Landlord's consent to such Sublease or Assignment shall not be construed as a consent to any terms thereof which are inconsistent or in conflict with any of the provisions of this Lease unless and only to the

extent that Landlord in such consent specifically agrees in writing to be bound by such inconsistent or conflicting terms.

12.6 No consent by Landlord to any Assignment or Sublease by Tenant or other Transferor shall relieve Tenant or other Transferor of any obligation to be performed by Tenant or such Transferor under this Lease, whether arising before or after the Assignment or Sublease, including without limitation the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Article 12 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of any Rent by Landlord from a proposed Transferee shall not constitute consent to such Assignment or Sublease by Landlord or a recognition of any Transferee or a waiver by Landlord of any failure of Tenant or other Transferor to comply with this Article 12.

12.7 Each Transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent, and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term; provided, however, that without limiting the obligations of Tenant under this Lease the Transferee shall be liable to Landlord for Rent only in the amount set forth in the Assignment or Sublease unless otherwise agreed by the parties thereto. No Assignment shall be binding on Landlord unless Tenant or other Transferor or Transferee shall deliver to Landlord a counterpart of the Assignment and an instrument in recordable form that contains a covenant or assumption by such Transferee satisfactory in substance and form to Landlord and consistent with the requirements of this Section 12.7, but the failure or refusal of such Transferee to execute such instrument of assumption shall not release or discharge such Transferee from its liability as set forth above. Tenant or other Transferor shall reimburse Landlord on demand for any costs that may be incurred by Landlord in connection with any proposed Assignment or Sublease, including without limitation the costs of making investigations as to the acceptability of the proposed Transferee and legal costs incurred in connection with the granting of any requested consent. If Landlord shall exercise either of its options under subsections 12.3(a) or (c), Transferor shall indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damage, cost and expense (including without limitation reasonable attorneys' fees and disbursements) resulting from any claims that may be made against Landlord by the proposed Transferee or by any party engaged or retained by Tenant or other Transferor or the proposed Transferee in connection with any proposed Assignment or Sublease, including without limitation any real estate brokers, agents or sales personnel.

13. Destruction.

13.1 If the Premises shall be damaged by fire or other casualty and the resulting loss is fully insured against by any fire and extended coverage insurance policy covering the Building which Landlord may elect to carry, and if Tenant shall give prompt notice to Landlord of such damage, Landlord, at Landlord's expense, shall repair such damage; subject, however, to the provisions of Section 13.2 and provided that Landlord shall have no obligation to repair any damage to or to replace Tenant's Property, Tenant's Changes or any other property or effects of Tenant. Except as otherwise provided in this Article 13, if

the entire Premises shall be rendered untenable by reason of any such damage and Tenant shall not be occupying and using any part thereof, the Rent shall abate for the period from the date of such damage to the date when Landlord shall have completed its repair of the Premises, and if only a part of the Premises shall be rendered untenable, the Rent shall abate for such period in the proportion that the area of the part of the Premises so rendered untenable bears to the total area of the Premises, but only to the extent that such untenability materially interferes with the conduct of Tenant's business on the unaffected portion of the Premises; provided, however, if, prior to the date when Landlord shall have completed all of its repairs to the Premises, all or any part of the Premises with respect to which the Rent abates as provided above shall be repaired by Landlord or shall be used or occupied by Tenant or any person or persons claiming through or under Tenant or shall cease to cause such material interference, then the Rent attributable to the Premises or such part thereof shall be reinstated on the date of any such use, occupancy or tenantability, or cessation of interference.

13.2 Notwithstanding the provisions of Section 13.1 hereof, if prior to or during the Term (a) the Premises shall be totally damaged or rendered wholly untenable by fire or other casualty, or (b) the Building shall be so damaged by fire or other casualty that, in Landlord's opinion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged), then, in either of such events, Landlord, at Landlord's option, may give to Tenant, within ninety (90) days after such fire or other casualty, a thirty (30) days' notice of termination of this Lease and, in the event such notice is given, this Lease shall terminate upon the expiration of such thirty (30) days, and the Rent shall be apportioned as of such date and any prepaid Rent, or any portion thereof, for any period after such date shall be refunded by Landlord to Tenant.

13.3 Landlord and Tenant shall each obtain and maintain, throughout the Term, in any casualty insurance policies carrier by such party covering any part of the Real Property, the Premises, or the contents therein, including Tenant's Property, a waiver of all rights of subrogation which the insurer of one party might have against the other party, which waiver shall be effective so long as a corresponding waiver is carried by the other party in its policies. In further implementation of the foregoing, each party hereby waives (a) any obligation on the part of the other party to make repairs necessitated or occasioned by fire or other casualty that is an insured risk under such policies, and (b) any right of recovery against the other party, any other permitted occupant of the Premises, and any of their servants, employees, agents or contractors, for any loss occasioned by fire or other casualty that is an insured risk under such policies. If such waiver of subrogation can be obtained under any such policy of insurance only upon payment of an additional premium and the party benefiting from such waiver shall not pay such additional premium on demand, or if such waiver cannot be obtained upon other conditions acceptable to the party benefiting from such waiver, then the party benefiting from such waiver shall be deemed to have agreed that the other party shall be released from all of its foregoing obligations and waivers under this Section 13.3. Except to the extent expressly provided in this Section 13.3 hereof, nothing contained in this Lease shall relieve Tenant of any liability to Landlord or to its insurance carriers which Tenant may have under law or under the provisions of this Lease in connection with any damage to the Premises or the Building by fire or other casualty.

13.4 Notwithstanding any other provisions of this Article 13, if any such damage is due to the act or negligence of Tenant, any person claiming through or under Tenant, or any of their servants, employees, agents, contractors, customers, visitors or licensees, then there shall be no abatement or apportionment of Rent by reason of such damage, except to the extent that Landlord is reimbursed for such abatement or apportionment of Rent pursuant to any rental interruption insurance policies that Landlord may, in its sole discretion, elect to carry, and only if such reimbursement does not result in a premium increase to Landlord by reason of unfavorable claims experience.

14. Condemnation.

14.1 As used herein, the term "Taking" shall mean a permanent or temporary condemnation or taking of all or any portion of the Premises or the Building in any manner for public or quasi-public use, including but not limited to a conveyance of assignment in lieu of a condemnation or taking. Except as otherwise provided in Section 14.4:

(a) If a Taking covers the entire Premises, this Lease shall automatically terminate as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such Taking.

(b) If a Taking covers only a part of the Premises, this Lease shall automatically terminate as to the portion of the Premises so taken as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such condemnation or Taking.

(c) If a Taking covers such portion of the Building so as to require, in the opinion of the Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the earlier of the date of the vesting of title or the date of dispossession of the owner or tenant of the portion of the Building so taken, by written notice to Tenant within sixty (60) days following notice from the condemning authority to Landlord of the date on which said vesting or dispossession will occur.

(d) If a substantial portion of the Premises is taken so as to render the remaining portion untenable and unusable by Tenant, this Lease may be terminated by Tenant as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such Taking, by written notice to Landlord within sixty (60) days following notice to Tenant of the date on which said vesting or dispossession will occur; and if Tenant fails to give such written notice to Landlord within said 60-day period, Tenant's right to so terminate this Lease shall be deemed to have been waived by Tenant.

14.2 Except as otherwise provided in Section 14.4, Landlord shall be entitled to the entire award in any Taking, including, without limitation, any award made for the value of the leasehold estate or any other rights of Tenant created by or existing under this Lease. No award for any partial, temporary or entire Taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such Taking, together with any and all rights of Tenant now or hereafter arising in or to same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant specifically and

separately for its relocation expenses, the taking of Tenant's Property, or the interruption of or damage to Tenant's business, provided that Landlord's award is not thereby reduced or otherwise adversely affected.

14.3 In the event of a Taking that does not result in a termination of this Lease as to the entire Premises, then except as otherwise provided in Section 14.4, Rent shall abate in proportion to the portion of the Premises covered by such Taking, but only to the extent that such Taking materially interferes with the conduct of Tenant's business on the remaining portion of the Premises.

14.4 Notwithstanding any other provision of this Article 14, if a Taking occurs with respect to all or any portion of the Premises for a limited period of time, this Lease shall remain unaffected thereby and Tenant shall continue to pay in full all Rent. In the event of any such temporary Taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Premises during the Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises after the end of the Term.

15. Parking.

15.1 Landlord shall provide Tenant with the exclusive use of one hundred (100) standard size parking spaces located in a lot adjacent to the Building (the "Parking Lot"). The Parking Lot shall be enclosed by a wire, chain link or similar fence not less than six (6) feet high, and shall be illuminated with sodium vapor lights affixed to the Building. Landlord shall maintain such sodium vapor lights and, except as provided in Section 15.2 hereof, shall maintain the Parking Lot in a clean and safe condition. Landlord may, from time to time, promulgate reasonable rules and regulations regarding the Parking Lot, the means of ingress thereto and egress therefrom, and the use thereof by Tenant and Tenant's employees and invitees in order to permit Landlord to comply with its obligations pursuant to this Article 15.

15.2 Notwithstanding the provisions of Section 15.1 hereof, Tenant shall provide, and Landlord shall have no responsibility for, snow removal and security services for the Parking Lot; provided, however, that in the event that such snow removal and security services is provided by persons or firms other than the City of Chicago, Landlord shall have the right to approve the firms engaged by Tenant to render such snow removal and security services.

16. Inability To Perform; Landlord's Liability.

16.1 If Landlord is unable to perform or make or is delayed in performing or making any installations, decorations, repairs, alterations, additions or improvements, whether required to be performed or made under this Lease or under any collateral instrument, or is unable to provide or is delayed in providing any utilities or services required to be provided by Landlord hereunder, or is unable to fulfill or is delayed in fulfilling any of Landlord's other obligations under this Lease or any collateral instrument by reason of floods, earthquakes, lightning or any other acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, inability to obtain utilities or materials, Tenant Delay (as

defined in the Work Letter), or by any other reason beyond Landlord's reasonable control, or if Landlord enters the Premises or makes any improvements, alterations, additions, repairs or restoration to the Premises, the Building or any portion thereof pursuant to Articles 4, 6, 8 or 13, or any other provisions of this Lease, then no such inability or delay by Landlord and no such entry or work by Landlord shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Tenant's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby.

17. Default.

17.1 Any vacation or abandonment of the Premises for a continuous period in excess of five (5) business days or any failure to pay any Rent as and when due, or any failure to perform or comply strictly with any covenant or condition of or representation made under this Lease (including any Exhibits hereto), shall constitute a default hereunder by Tenant, subject in the specific instances set forth below to the expiration of the appropriate grace period hereinafter provided. Tenant shall have a period of ten (10) days from the date of written notice from Landlord within which to cure any default in the payment of Rent; provided, however, that in the event Tenant notifies Landlord in writing during such 10-day period that Tenant will not be able to cure any default in the payment of rent during such 10-day period due to administrative reasons beyond the reasonable control of Tenant, Tenant shall have an additional period of twenty (20) days within which to cure such default in the payment of Rent. Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure any other default under this Lease; provided, however, that with respect to any default other than the payment of Rent that cannot reasonably be cured within thirty (30) days, the default shall not be deemed uncured if Tenant commences to cure such default within thirty (30) days from Landlord's notice and continues to prosecute diligently the curing thereof to completion within a reasonable time, but in any event Tenant must complete such cure within ninety (90) days after the date of Landlord's notice.

17.2 Upon the occurrence of a default by Tenant which is not cured by Tenant within the applicable grace period specified in Section 17.1 hereof, Landlord shall have the following rights and remedies in addition to all other rights or remedies available to Landlord at law or in equity:

(a) The right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the fair and reasonable rental value of the Premises for the same period. In the computation of such amount the difference between any installment of Rent becoming due hereunder and after the date of termination of this Lease and the reasonable rental value of the Premises for the period for which such installment was payable shall be discounted to its present value as of the date of termination of this Lease at the rate of six percent (6%) per annum.

(b) The right to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due, for so

long as Landlord does not terminate Tenant's right to possession. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession. If Landlord exercises its rights under this subsection (b), Landlord, as attorney-in-fact for Tenant, may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such Rent and upon such other terms as Landlord in its sole and absolute discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, (i) Tenant shall be immediately liable for payment to Landlord of, in addition to Rent due hereunder, the cost of such subletting and such alterations and repairs incurred by Landlord and the amount, if any, by which the Rent owing hereunder for the period of such subletting (to the extent such period does not exceed the Term) exceeds the amount to be paid as Rent for the Premises for such period pursuant to such subletting, or (ii) at the option of Landlord, rents received from such subletting shall be applied, first, to payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such subletting and of such alterations and repairs; third, to payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same becomes due hereunder. If Tenant has been credited with any Rent to be received from such subletting under clause (i) and such Rent shall not be promptly paid to Landlord by the subtenant(s), or if such rentals received from such subletting under clause (ii) during any month are less than those required to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly within five (5) days following written notice from Landlord. For all purposes set forth in this Section 17.2(b) and in Section 17.2(d) hereinbelow, Landlord is hereby irrevocably appointed attorney-in-fact for Tenant, with power of substitution. No taking of possession of the Premises by Landlord, as attorney-in-fact for Tenant, shall be construed as an election of its part to terminate this Lease or Tenant's right to possession unless a written notice of such intention is given to Tenant. No action taken by Landlord pursuant to this paragraph shall be deemed a waiver of any default by Tenant, and notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default.

(c) The right to terminate this Lease and dispossess Tenant by giving notice to Tenant in accordance with applicable Illinois law.

(d) The right and power, as attorney-in-fact for Tenant, to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable Illinois law.

(e) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord as attorney-in-fact for Tenant pursuant to Sections 17.2(b) and 17.2(d) hereof.

17.3 Termination of this Lease under this Article 17 and exercise of any remedies of Landlord as provided herein shall not affect or terminate the right of Landlord to enforce

any and all indemnities given Landlord by Tenant under the terms of this Lease, which indemnities shall survive any termination of this Lease.

18. Insolvency Or Bankruptcy.

18.1 The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or the commencement of a case or proceeding by or against Tenant or any other action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute whether now existing or hereafter amended or enacted, shall constitute a breach of this Lease by Tenant. Upon the happening of any such event, this Lease shall automatically terminate without further notice of termination from Landlord to Tenant, provided that Landlord may enforce any of its remedies under Section 17.2, except subsection (b) thereof, and provided further that neither such termination nor exercise of remedies shall affect or terminate the right of Landlord to enforce any and all indemnities given Landlord by Tenant under the terms of this Lease. In no event shall this Lease be assigned or assignable by operation of law or by virtue of or in any voluntary or involuntary bankruptcy, reorganization or insolvency case or proceeding or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, reorganization, insolvency or other debtor relief proceeding.

19. Fees And Expenses; Indemnity; Insurance.

19.1 If Tenant shall default in the performance of any of its obligations under this Lease, Landlord, at any time thereafter and without notice, may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving such default or any rights or remedies of Landlord on account of such default. Except as specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within five (5) days after delivery by Landlord to Tenant of bills or statements therefor: (a) sums equal to all expenditures made and monetary obligations incurred by Landlord including, without limitation, expenditures made and obligations incurred for reasonable counsel fees and disbursements, in connection with any remedying by Landlord for Tenant's account pursuant to the immediately preceding sentence; (b) sums equal to all losses, costs, liabilities, damages and expenses referred to in Section 19.2 hereof; (c) sums equal to all expenditures made and monetary obligations incurred by Landlord, including, without limitation, expenditures made and obligations incurred for reasonable counsel fees and disbursements, in collecting or attempting to collect any Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law. Tenant's obligations under this Section 19.1 shall survive the expiration or other termination of this Lease.

19.2 Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense including, without limitation, penalties, fines and reasonable counsel fees and disbursements, incurred in connection with or arising from any cause whatsoever in, on or about the Premises, including, without limiting the generality of the foregoing (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (b) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person or entity claiming through or under Tenant, or (c) the condition of the Premises or any occurrence or happening on the Premises from any cause.

whatsoever, or (d) any acts, omissions or negligence of Tenant or any person or entity claiming through or under Tenant, or of the contractors, agents, servants, employees, customers, visitors or licensees of Tenant or any such person or entity, in, on or about the Premises, or all or any part of the Real Property, either prior to, during, or after the expiration of, the Term including, without limitation, any acts, omissions or negligence in the making or performing of any Tenant Changes. Tenant further agrees to indemnify and save harmless Landlord, Landlord's agents, and the lessor or lessors under the Ground Lease and under all other ground or underlying leases, from and against any and all loss, cost, liability, damage and expense including, without limitation, reasonable counsel fees and disbursements, incurred in connection with or arising from any claims by reason of injury to persons or damage to property occasioned by any default, use, occupancy, condition, occurrence, happening, act, omission or negligence referred to in the preceding sentence. In the event any action or proceeding is brought against Landlord for any claim against which Tenant is obligated to indemnify Landlord hereunder, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's sole expense. Tenant's obligations under this Section 19.2 shall survive the expiration or other termination of this Lease.

19.3 Tenant shall procure at its cost and expense and keep in effect during the Term (a) comprehensive general liability insurance, including without limitation (i) contractual liability and specific coverage of risks arising out of any activities of Tenant pursuant to Article 7 hereof, or (ii) Tenant's use and occupancy of the Parking Lot pursuant to Article 15 hereof, with a minimum combined single limit of liability of Five Million Dollars (\$5,000,000.00), which limit of liability Landlord may increase from time to time in its sole and absolute discretion to a level then generally maintained by prudent business organizations for the coverage of comparable risks by giving written notice to Tenant of such adjustment in the required limit of liability of Tenant's insurance, and which insurance shall specifically include all liability assumed hereunder by Tenant (provided that the amount of such insurance shall not be construed to limit the liability of Tenant hereunder), and (b) insurance against damage or destruction by fire, lightning and other risks from time to time included under generally available extended coverage endorsements in an amount adequate to cover the cost of replacement of all Tenant Changes, Tenant's Property and Landlord's Work within the Premises. Such insurance shall name Landlord as an additional insured as its interests may appear, shall provide that it is primary insurance, and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord, and shall provide that Landlord shall receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage. Tenant shall deliver policies of such insurance or certificates thereof to Landlord on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of expiring policies; and, in the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at its option, procure same for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of a statement therefor. Tenant's compliance with the provisions of this Section 19.3 shall in no way limit Tenant's liability under any of the other provisions of this Article 19. Tenant may, at its option, elect to comply with the provisions of this Section 19.3 by self-insuring; provided, however, that in the event Tenant so elects to self insure as permitted pursuant to provisions of this Section 19.3, Tenant shall deliver to Landlord a written notice of its election to so self insure.

19.4 Landlord shall procure at its cost and expense and keep in effect during the Term (a) comprehensive general liability insurance against liability arising out of the ownership of the Building, with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00), and (b) insurance against damage to or destruction of the shell and core of the Building (but not the improvements to the Premises) by fire, lightning and other risks from time to time included under generally available extended coverage endorsements in an amount adequate to cover the cost of repair or replacement of the shell and core of the Building. Such insurance shall name Tenant as an additional insured as its interests may appear, and shall provide that Tenant shall receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage. Landlord shall deliver policies of insurance or certificates thereof to Tenant on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of expiring policies.

19.5 Landlord shall not be responsible for or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying or using adjoining premises or any part of the Building adjacent to or connected with the Premises, or any other part of the Building, or for any loss or damage resulting to Tenant or its property from burst, damaged, stopped or leaking water, gas, sewer, steam, air or heat pipes or ducts or from any electrical equipment accidents or malfunctions, or for any damage or loss of property within the Premises or the Parking Lot from any causes whatsoever, including theft.

20. Access To Premises; Security.

20.1 Tenant shall have access to the Premises at all times during the Term, whether day or night; provided, however, that Landlord may prescribe reasonable rules, regulations and procedures governing entry into the Building by the employees and invitees of Tenant, including without limitation a requirement (i) that all such persons exhibit building passes to any security guard on duty at the Building, or (ii) that all such persons enter the Building and the Premises by means of a keyed or keyless entry system requiring the identification of the person so wishing to enter the Building and the Premises.

20.2 Landlord reserves and at all times during the Term shall have the right to enter the Premises at all reasonable times to inspect same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers, mortgagees and tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building, as provided in Articles 6, 8, 13 and 15 hereof. Landlord may for any of the above purposes erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that the principal entrance to the Premises shall not be blocked thereby for any unreasonable period of time, and further provided that the business of Tenant shall not be interfered with unreasonably. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance in writing by Tenant), and Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in an emergency in order to obtain entry to any portion of the Premises, and any entry to the Premises or portions

thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof. Landlord shall have the right to enter and inspect any special security areas referred to in the immediately preceding sentence upon notice to Tenant, provided that Tenant may require Landlord to be accompanied by a representative of Tenant during such inspection. Tenant shall be liable to Landlord for all of Landlord's damages, including consequential damages, to the extent Landlord is unable to protect all or any part of the Real Property during an emergency because of Landlord's lack of access to a special security area.

20.3 Landlord shall have no obligation to furnish guards, watchmen, patrols or similar security personnel for the Building and the Premises at any time during the Term, and Tenant hereby expressly assumes (i) the obligation to furnish such security personnel, at such hours and at such stations, as Tenant deems necessary or desirable for the safety of Tenant's employees and invitees, and (ii) any and all risk of injury, damage or loss sustained to or by persons or property arising out of the absence of security personnel at the Building and the Premises and abrogation of any responsibility on the part of Landlord to furnish security personnel for the Building or the Premises pursuant to this Lease.

21. Notices.

21.1 Except as otherwise expressly provided in this Lease, any bills, statements, notices, demands, requests or other communications given or required to be given under this Lease shall be effective only if rendered or given in writing, sent by certified mail or delivered personally, as follows:

If to Tenant (after the occupancy of the Premises):

Chicago Public Library
1224 West Van Buren Street
Chicago, Illinois 60607

Attention: Director of Property Management

If to Tenant (prior to occupancy of the Premises):

Chicago Public Library
425 North Michigan Avenue
Chicago, Illinois 60611

Attention: Director of Property Management

With a copy to:

City of Chicago Department of Real Estate
320 North Clark Street
Chicago, Illinois 60611

Attention: Cary Kalant

If to Landlord:

Bennett/Snitzer, Inc.
737 North Michigan Avenue
Chicago, Illinois 60611

Attention: Marshall Bennett or Thomas A. Snitzer

With copies to:

Stuart M. Kaplan
Stewart L. Grill
740 North Rush Street
Chicago, Illinois 60611

And

Alvin Charles Katz, Esq.
Neal, Gerber, Eisenberg & Lurie
208 South LaSalle Street
Suite 900
Chicago, Illinois 60604

or to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 21.1. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given upon the earlier of receipt or two (2) days after the date when it shall have been mailed as provided in this Section 21.1 if sent by certified mail, or upon the date personal delivery is made, provided, however, that any refusal to accept personal delivery or delivery by mail shall be deemed to constitute receipt thereof. If Tenant is notified of the identity and address of any ground or underlying lessor of the Real Property or any part thereof, or any mortgagees or deed of trust beneficiaries of Landlord, at Landlord's request Tenant shall give to such ground or underlying lessors, or such mortgagees or beneficiaries, as applicable, notice of any default by Landlord under the terms of this Lease, which notice shall be in writing sent by certified mail, and such ground or underlying lessors, or such mortgagees or beneficiaries, as applicable, shall be given a reasonable opportunity, but shall have no obligation, to cure such default prior to Tenant exercising any remedy available to it.

22. Waivers.

22.1 No failure by Landlord to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy consequent upon a breach thereof, no acceptance of full or partial Rent during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises by any employee of Landlord prior to the termination of the Term, shall constitute a waiver of any such breach or of such term, covenant or condition or operate as a surrender of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Rent then due under this Lease shall be deemed to be other than on account of the first items of such Rent then accruing or becoming due, unless Landlord elects otherwise; and no endorsement or statement on any check and no letter or other writing accompanying any check or other payment of Rent in any such lesser amount and no acceptance of any such check or other such payment by Landlord shall constitute an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other legal remedy.

22.2 Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought, and subject in any event to the provisions of Section 11.1. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The consent of Landlord given in any instance under the terms of this Lease shall not relieve Tenant of any obligation to secure the consent of Landlord in any other or future instance under the terms of this Lease.

23. Tenant's Certificates.

23.1 Tenant, at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord, will execute, acknowledge and deliver to Landlord and, at Landlord's request, to any prospective purchaser or any then current or prospective ground or underlying lessor or mortgagee of any part of the Real Property, a certificate of Tenant stating: (a) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises and specifying the reasons therefor), (b) the Commencement and Expiration Dates of this Lease, (c) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of the obligations of Tenant under this Lease (and, if so, specifying same), (e) whether or not there are then existing any defaults by Landlord in the performance of its obligations under this Lease (and, if so, specifying same), (f) the dates, if any, to which the Rent has been paid, and (g) any other information, including, without limitation, financial information, that may reasonably be required by any of such persons. It is intended that any such certificate of Tenant delivered pursuant to this Section 23.1 may be relied upon by Landlord and any prospective purchaser or any then current or prospective ground or underlying lessor or mortgagee of all or any part of the Real Property.

24. Rules And Regulations.

24.1 Tenant shall faithfully observe and comply with the rules and regulations attached to this Lease as Exhibit C and all modifications thereof and additions thereto from time to time put into effect by Landlord (the "Rules and Regulations"). Landlord shall have no duty to enforce the Rules and Regulations against, nor shall Landlord be responsible for the nonperformance of the Rules and Regulations by, any other tenant or occupant of the Building. In the event of an express and direct conflict between the terms, covenants, agreements and conditions of this Lease and the terms, covenants, agreements and conditions of the Rules and Regulations, this Lease shall control.

25. Authority; Appointment Of Landlord.

25.1 Each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant has full right and authority to enter into and perform this Lease, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

25.2 Any appointment of Landlord as attorney-in-fact for Tenant provided for in this Lease shall be deemed to be an appointment coupled with an interest of Landlord as the true and lawful attorney-in-fact for Tenant for the purposes provided for herein, with power of substitution, and shall be irrevocable during the Term of this Lease.

26. Intentionally Omitted.

27. Arbitration.

27.1 Any dispute, controversy or claim which this Lease expressly requires or permits to be submitted to arbitration, or relating to the proper performance of Landlord's Work pursuant to the Work Letter attached hereto as Exhibit B or the determination of the amount of any abatement of Rent provided for in this Lease which is not agreed to by the parties within a reasonable time following the event or condition giving rise to such abatement, shall be settled by arbitration in the City of Chicago by three arbitrators, one of whom shall be selected by Landlord, one of whom shall be selected by Tenant and the other of whom shall be selected by the mutual agreement of the arbitrators so selected by Landlord and Tenant. Such arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, or its successor. The arbitrators shall have no power to modify any of the provisions of this Lease and their jurisdiction is limited accordingly. The expenses of arbitration shall be borne equally by the parties, provided that each party shall be responsible for the fees and expenses of its own experts, evidence and attorneys, and of the arbitrator appointed by such party. The decision of the arbitrators shall be conclusive, nonappealable and binding upon the parties hereto, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

28. Early Termination.

28.1 Tenant shall have the right to terminate this Lease with respect to the fourth (4th) floor of the Building only upon the terms and conditions set forth in this Article 28; provided, however, that no such early termination of this Lease with respect to the fourth (4th) floor of the Building shall in any way affect or impair the validity or operation of this Lease with respect to the balance of the Premises for the balance of the Term.

28.2 Tenant may elect to terminate this Lease with respect to the fourth (4th) floor of the Building effective on the last day of any of the thirty-first (31st), thirty-sixth (36th), fortieth (40th), forty-fourth (44th), forty-eighth (48th), fifty-second (52nd), fifty-sixth (56th) or sixtieth (60th) full month during the Term by:

(a) delivery to Landlord not less than one hundred eighty (180) days prior to the effective date of such termination written notice of Tenant's election to terminate this Lease as to the fourth (4th) floor of the Building, which notice shall set forth the effective date of such termination; and

(b) payment to Landlord, concurrently with the delivery of the notice of termination described in subsection (a) above and as a condition to the effectiveness of such termination, of an amount equal to the sum of (i) the Unamortized Fourth Floor Improvement Cost as of such effective date of termination, calculated as provided in Section 28.3 hereof, plus (ii) a termination fee equal to the product of the Base Rent allocable to the fourth (4th) floor of the Building payable during the month in which the effective date of such termination occurs, multiplied by the number of months set forth opposite such month in the following chart:

Month of Termination	Termination Fee
31st	7-1/2 months rent
36th	6 months rent
40th	5 months rent
44th	4 months rent
48th	3 months rent
52nd	2 months rent
56th	1 month rent
60th	0 month rent

28.3 The Term "Unamortized Fourth Floor Improvement Cost" shall mean, with respect to any month in which Tenant elects to terminate this Lease as to the fourth floor of the Building, an amount equal to the product of (a) a fraction, the numerator of which is the

total cost of all Landlord's Work allocable to, furnished for or installed in the fourth floor of the Building and the denominator of which 1,000, multiplied by (b) the amount shown in the Schedule of Direct Reduction Loan attached hereto as Exhibit D as the "Balance of Loan" which corresponds to the number in the "Payment" column which is the month in which the effective date of such termination occurs. For example (and by way of example only), if Tenant elects to terminate this Lease as to the fourth floor in the 44th month of the Term and the total costs of Landlord's Work allocable to, furnished for or installed in the fourth floor was \$300,000, then the amount in the "Balance of Loan" column of Exhibit D attached hereto which corresponds to the number 44 in the "Payment" column of the schedule is \$316.88. Accordingly, the Unamortized Fourth Floor Improvement Cost in the foregoing example would be calculated as follows: $\$300,000/1000 \times \$316.88 = \$95,064.00$.

29. Miscellaneous.

29.1 The words "Landlord" and "Tenant" as used herein shall include the permitted successors and assigns of each. The plural number shall include the singular, and vice-versa. Words used in the neuter gender include the masculine and feminine. If there is more than one Tenant, the obligations under this Lease imposed on Tenant shall be joint and several. The captions preceding the articles of this Lease have been inserted solely as a matter of convenience and such captions in no way define or limit the scope or intent of any provision of this Lease. As used herein, the term "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

29.2 The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective personal representatives and successors and assigns; provided, however, upon the sale, assignment or transfer by the Landlord named herein (or by any subsequent landlord) of its interest in the Building as owner or ground lessee, including any transfer by operation of law, the Landlord (or subsequent landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment or transfer) shall be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities, and Landlord shall also be relieved of all responsibility or liability for any security deposit of Tenant held by Landlord upon the transfer thereof to any grantee, assignee or transferee in connection with such sale, assignment or transfer. A lease of the entire Building to a person other than for occupancy thereof shall be deemed a transfer within the meaning of this Section 29.2.

29.3 If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

29.4 This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

29.5 Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Tenant shall not be authorized to record this Lease or any memorandum thereof without Landlord's prior written consent.

29.6 This instrument, including the Exhibits hereto, which are hereby made a part of this Lease, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Real Property or this Lease except as may be expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

29.7 The review, approval, inspection or examination by Landlord of any plans, specifications or any other item to be reviewed, approved, inspected or examined by Landlord under the terms of this Lease (including any of the Exhibits attached hereto) shall not constitute the assumption of any responsibility for or any representation by Landlord as to the accuracy or sufficiency of such plans, specifications or other item, or the quality or suitability of such plans, specifications or other item for its or their intended use. Any such review, approval, inspection or examination by Landlord is for the sole purpose of protecting Landlord's interests in the Building and under this Lease, and neither Tenant nor any person or entity claiming through or under Tenant nor any third party, including, without limitation, the contractors, agents, servants, employees, visitors or licensees of Tenant or any such person or entity shall have any rights hereunder or claim against Landlord on account of any such review, approval, inspection or examination by Landlord.

29.8 In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees.

29.9 Upon the expiration or sooner termination of the Term, Tenant will quietly and peacefully surrender to Landlord the Premises in the condition in which they are required to be kept as provided in Article 8 hereof, ordinary wear and tear and the provisions of Article 13 excepted.

29.10 Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities lawfully claiming by or through Landlord; subject, however, to the provisions of this Lease and to any mortgages and deeds of trust, the Ground Lease, and any other ground or underlying leases referred to in Article 11 hereof.

29.11 Tenant covenants and agrees that no diminution of light, air or view by any structure that may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction or abatement of Rent under this Lease, result in any liability of Landlord to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

29.12 Any holding over after the expiration of the Term with the express written consent of Landlord shall be construed to be a tenancy from month to month at double the Base Rent herein specified (prorated on a monthly basis), and shall otherwise be on the terms and conditions herein specified so far as applicable. Any holding over without Landlord's express written consent shall constitute a continuing default by Tenant and entitle Landlord to exercise any or all of its remedies as provided in Article 17 hereof, notwithstanding that Landlord may elect to accept one or more payments of Rent from Tenant. At the option of Landlord exercised by written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year at the Basic Rent specified in this Section 29.12.

29.13 Whenever the consent or approval of the Landlord is required pursuant to any provision of this Lease or any Exhibit hereto, such consent or approval shall not be unreasonably withheld by Landlord, unless the particular provision expressly states that such consent or approval may be given or withheld in the sole and/or absolute discretion of Landlord. Notwithstanding the foregoing, (i) it shall be reasonable for Landlord to withhold its consent if the consent of any ground or underlying lessor of the Land, or any mortgagee or trust deed beneficiary holding any lien on any part of the Real Property, shall be required, and such party shall not have given its consent, and (ii) if the consent or approval of Landlord is called for at a time when an event of default has occurred under this Lease and is continuing, Landlord shall have no obligation to act on the matter in question until such event of default has been remedied.

29.14 Each party hereto represents to the other that except for Wm. Kritt & Co. it has dealt with no broker in connection with the execution and delivery of this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all losses, costs, damages, liabilities and expenses (including without limitation court costs and reasonable counsel fees) resulting from a breach by the indemnifying party of the foregoing representation.

29.15 All rights and remedies of either party set forth herein shall be cumulative, unless specifically provided to the contrary herein. All provisions of this Lease requiring one party to indemnify the other with respect to any matter, occurrence, condition, event, claim or liability shall survive the expiration or other termination of this Lease.

29.16 Except as provided for in Article 16, time is of the essence with respect to the performance of the obligations of the parties hereto as set forth in this Lease and all Exhibits hereto.

29.17 Notwithstanding anything to the contrary contained herein, this Lease shall not become effective, and the parties shall not have any obligations or liabilities under or in connection with this Lease, unless and until this Lease shall have received the written approval of all mortgagees or trust deed beneficiaries presently holding any lien on or security interest in all or any part of the Real Property. Landlord shall use its best efforts to secure such approval, provided that Landlord shall not be deemed to have agreed to pay any material consideration for such approval to any such mortgagee or beneficiary. Upon receipt of such written approval, Landlord shall promptly send Tenant written notice thereof. If this Lease is disapproved by any such mortgagee or beneficiary, or if written notice of approval is not received from such mortgagee or beneficiary within sixty (60) days from the date of execution of this Lease, this Lease shall be deemed cancelled and of no further force or effect, and neither party shall have any further liability to the other hereunder.

30. Exculpatory Clause.

30.1 This Lease is executed by American National Bank and Trust Company of Chicago, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said American National Bank and Trust Company of Chicago in its individual corporate capacity with respect to any warranty or representation contained in this Lease, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said American National Bank and Trust Company of Chicago, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

In Witness Whereof, Landlord and Tenant have executed this Lease the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits A, B, C and D attached to this agreement read as follows:

Exhibit A.

Legal Description.

Lots 12 through 25, both inclusive, in the Superior Court Partition of the South half of Block 23 in the Canal Trustee's Subdivision of the West half and the West half of the Northeast Quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

Lots 14 through 27, both inclusive, in Brown's Subdivision of the North half of Block 23 in Canal Trustee's Subdivision of the West half and the West half of the Northeast Quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; save and except the following:

Lots 20 through 25, both inclusive, in the Superior Court Partition of the South half of Block 23 in the Canal Trustee's Subdivision of the West half and the West half of the Northeast Quarter of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax Numbers	17-17-117-001
	17-17-117-002
	17-17-117-003
	17-17-117-004
	17-17-117-005
	17-17-117-006
	17-17-117-007
	17-17-117-008
	17-17-117-009
	17-17-117-013
	17-17-117-021

Address of Property:	1224 West Van Buren Chicago, Illinois

Exhibit B.

Work Letter.

The purpose of this Work Letter is to delineate the responsibilities of Landlord and Tenant with respect to the design and construction of the Premises. This Work Letter is a part of the Lease, and shall be subject to all of the terms and conditions of the Lease.

1. Tenant's Plans And Specifications.

1.1 On or before December 1, 1987, Tenant shall submit to Landlord a general space plan showing Tenant's proposed layout for the Premises for review and comment by Landlord and Landlord's architect or space planner. Thereafter, on or before January 1, 1988, Tenant shall submit to Landlord complete plans and specifications for the layout, improvement and finish of the Premises, including mechanical and electrical drawings and decorating plans, showing the Building Systems required to serve the Premises, the location of partitions, reflected ceiling plans including light fixtures, electrical outlets, telephone outlets, doors, wall finishes and floor coverings (collectively "Tenant's Final Construction Drawings"). Tenant's Final Construction Drawings shall be prepared by TEACO, INC. ("TEACO") or another licensed architect approved by Landlord (which architect must retain Landlord's designated engineers in connection with the preparation of Tenant's Final Construction Drawings), shall be in a form sufficient to secure the approval of government authorities with jurisdiction over the approval thereof, shall contain bids from TEACO (or such other architect approved by Landlord) for the cost(s) of all of the services, labor and materials contemplated by Tenant's Final Construction Drawings, which bids shall have been approved and accepted by Tenant prior to Tenant's submission of Tenant's Final Construction Drawings to Landlord, and shall be otherwise satisfactory to Landlord. Tenant's preliminary drawings and Final Construction Drawings shall be prepared at Landlord's sole cost and expense and the cost thereof shall be included in the cost of Landlord's Work.

1.2 Tenant's Final Construction drawings shall be consistent with layouts and materials customarily used in first-class office space and shall be subject to Landlord's approval, which approval shall not be unreasonably withheld. Without limiting the generality of Landlord's right to reasonably disapprove Tenant's Final Construction Drawings, it shall be deemed reasonable for Landlord to withhold its approval of Tenant's Final Construction Drawings if Tenant's Final Construction Drawings (a) require any materials, services or installations that might delay or interfere with construction or completion of the Premises, (b) would have an adverse or unusual effect on any of the Building Systems, or (c) fail to comply with or conform to all laws, codes, rules and regulations applicable to the Building. If Landlord disapproves Tenant's Final Construction Drawings, or any portion thereof, Landlord shall promptly notify Tenant thereof and of the revisions that Landlord reasonably requires in order to obtain Landlord's approval. As promptly as reasonably possible thereafter, but in no event later than ten (10) days after Landlord's notice, Tenant shall submit to Landlord plans and specifications incorporating the revisions required by Landlord. Said revisions shall be subject to Landlord's approval, which shall not be unreasonably withheld. The final plans and specifications approved by Landlord shall be referred to as the "Final Plans", and the Work contemplated by the Final Plans shall be referred to as the "Landlord's Work".

2. Landlord's Work.

Intentionally omitted.

3. Changes, Additions Or Alterations.

Tenant shall have the right from time to time to request changes, additions or alterations in the Final Plans, which shall be subject to Landlord's reasonable approval. If Landlord approves any such request, Landlord shall prepare plans and specifications with respect to such change, addition, or alteration and Tenant shall reimburse Landlord, within five (5) days after receipt of Landlord's bill therefor, for the cost of such additional plans and specifications, together with fifteen percent (15%) of such cost for Landlord's overhead and supervision. As soon as practical after the completion of such plans and specifications, Landlord shall notify Tenant of the cost that will be chargeable to Tenant by reason of such change, addition or alteration. Within five (5) days of notice of such cost, Tenant shall notify Landlord in writing whether Tenant approves such change, alteration or addition. If Tenant approves such change, alteration or addition, Tenant shall secure and pay for any governmental approvals required therefor, and Tenant shall pay to Landlord the cost thereof together with fifteen percent (15%) of such cost for Landlord's overhead and supervision in accordance with Section 4.2. If Tenant does not approve such change, alteration or addition within such five (5) day period, construction of the Premises shall proceed as provided in Section 7 below in accordance with the Final Plans as most recently approved by Landlord.

4. Tenant Delay.

Tenant shall be responsible for any delay (each a "Tenant Delay") in the commencement or completion of Landlord's Work and any increase in the cost of Landlord's Work, caused by (a) Tenant's failure to prepare and submit Tenant's Preliminary Drawings or Tenant's Final Construction Drawings, revisions thereto required by Landlord under Section 1.2, and other plans and specifications, within the time periods required herein, (b) Tenant's failure to approve Landlord's cost estimates within the time periods required herein, (c) Tenant's failure to secure, pay for and deliver to Landlord all governmental approvals required for the construction of Landlord's Work in the Premises in advance of the time required herein, (d) delay in the receipt of materials or supplies specified by Tenant, (e) any changes, additions or alterations in Landlord's Work described in the Final Plans that were requested by Tenant, (f) any entry by Tenant or Tenant's Contractors onto the Premises pursuant to Section 6.2 of this Work Letter, or any work conducted or to be conducted pursuant to any such entry, or any delay caused thereby, and (g) any other delay caused by any act or omission by Tenant, or any contractor, agent, servant, or employee of Tenant. No delay in the completion of Landlord's Work caused by any Tenant Delay shall be considered in the determination of the Commencement Date of the Lease, and Landlord's Work shall be considered to be substantially completed for purposes of the determination of the Commencement Date on the date Landlord's Work would have been completed but for such Tenant Delay.

5. Construction.

5.1 Following Landlord's approval of the Final Plans and Tenant's approval of the cost estimate of all Landlord's Work, Tenant shall file the Final Plans with the appropriate departments of all governmental authorities with jurisdiction over the approval thereof together with such additional information and materials as may be required by such governmental authorities for the approval of the Final Plans. Tenant shall be responsible

for securing all such required approvals and paying all building permit and plan check fees therefor. At such time as Tenant has delivered to Landlord all necessary governmental approvals for the construction of Landlord's Work, validly issued, fully paid for and then in effect, TEACO or other contractor or contractors selected by Landlord shall commence and diligently proceed with the construction of all such Landlord's Work (except, however, for such portion thereof as may be performed by any contractor selected by Tenant and approved by Landlord as provided for in Section 6.2 below). Landlord's obligation to perform Landlord's Work shall not require Landlord to incur overtime costs and expenses and shall be subject to unavoidable delays due to acts of God, governmental restrictions, strikes, labor disturbances, shortages of material and supplies, any Tenant Delay, and for any other cause or event beyond Landlord's reasonable control, whether similar or dissimilar to the foregoing and whether or not foreseeable by the parties (collectively "Unavoidable Delay"). It is understood and agreed by Tenant that any minor changes or deviations from the Final Plans that may be necessary during the performance of Landlord's Work shall not affect or change the Lease or invalidate the same, or give rise to any claim by Tenant for any loss, damage or delay. Any changes required by any governmental agency affecting the construction of the Premises shall be complied with by Landlord in completing the Premises, shall not be deemed to be a violation of the Final Plans or any provisions of this Work Letter, and shall be deemed automatically accepted and approved by Tenant.

5.2 Landlord shall permit Tenant and its agents to enter upon the Premises prior to the Commencement Date in order that Tenant may perform through its own contractors, which contractors shall be subject to Landlord's prior written approval, such specialized additional Work in the Premises as Tenant may desire at the same time that Landlord's contractors are working in the Premises; provided that (a) the performance of any such work by Tenant's contractors shall not delay or hamper Landlord's contractor in the construction of the Premises, or any work to be performed by Landlord's contractor for any other Tenant of the Building, (b) Tenant's contractor shall work in harmony and shall not interfere with Landlord, Landlord's contractor or any subcontractor, or any other Tenants of the Building or such Tenant's contractors, (c) the performance of such work by Tenant's contractors shall conform with Landlord's contractor's schedule of completion of the Premises and shall not cause Landlord's contractor to be dependent upon the completion of such work in order for Landlord's contractor to complete its work, and (d) Tenant's contractors shall be subject to the administrative supervision and job-site rules of Landlord's contractor. Any such entry shall be deemed to be under all the terms, covenants, provisions and conditions of the Lease, except as to the covenant to pay Rent (which covenant shall become effective as of the Commencement Date as provided for in Section 2.1 of the Lease), Landlord may at any time deny access to the Premises to Tenant or any of its contractors if Landlord shall, in its sole and absolute discretion, determine that the performance or manner of performance of such specialized, additional to be completed by Tenant's contractors interferes with, delays, hampers or prevents Landlord's contractors from proceeding with completion of its work in the Building, the Premises, or the premises of any other Tenant, at the earliest possible time. Within 24 hours after Landlord's direction (which need not be given in writing and may be given by Landlord or its agents or contractors to Tenant or its agents or contractors), Tenant shall, and shall cause its contractors to, withdraw from the Building and the Premises and cease all work being performed by it or on its behalf. Tenant shall maintain, or cause Tenant's contractors to maintain, at all times during any period of such entry upon the Premises, Worker's

Compensation and public liability insurance and property damage insurance, all in amounts and with companies and on forms satisfactory to Landlord, and certificates of such insurance shall be delivered to Landlord prior to any such entry by Tenant or Tenant's contractors. If required by Landlord, such insurance shall name Landlord and Landlord's contractor as additional insureds, and shall be primary insurance as to Landlord and not contributing with any other insurance Landlord may carry. Landlord shall not be liable in any way for any injury, loss or damage that may occur to any supplies or equipment of, or any decorations or installations made by, Tenant or Tenant's contractors, the same being at the sole risk of Tenant and Tenant's contractors.

6. Additional Improvements Rent Adjustment.

Landlord and Tenant acknowledge and agree that, for the Basic Rent payable hereunder, Landlord has agreed to spend an amount not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) to perform Landlord's Work hereunder. In the event that, for any reason, the cost of Landlord's Work hereunder exceeds \$1,500,000, Tenant shall pay to Landlord for each of the forty-eight (48) full calendar months commencing with the thirteenth (13th) month during the Term through and including the sixtieth (60th) month during the Term, in addition to the monthly installment of Base Rent payable for each such month as provided in Section 3.1 of the Lease to which this Work Letter is attached, an amount equal to the Improvements Rent Adjustment. Such Improvements Rent Adjustment shall be payable concurrently with the payment of the installment of Base Rent payable for each such month. As used in this Work Letter and the Lease to which it is attached, the term "Improvements Rent Adjustment" shall mean an amount equal to the product of (a) a fraction, the numerator of which is the difference between the total cost of all Landlord's Work, minus \$1,500,000 and the denominator of which 1,000, multiplied by (b) Twenty-five Dollars and Thirty-seven Cents (\$25.37). For example (and by way of example only), if the total cost of Landlord's Work is \$1,800,000, then the Additional Improvements Rent Adjustment payable during each of the first forty-eight full calendar months during the term would be calculated as follows:

$$(\$1,800,000 - \$1,500,000)/1000 \times \$25.37 = \$7,611.00$$

On the other hand, in the event that, for any reason, the cost of Landlord's Work hereunder is less than \$1,500,000, Tenant shall be entitled for each of the forty-eight (48) full calendar months commencing with the thirteenth (13th) month during the Term through and including the sixtieth (60th) month during the Term, to a reduction of the monthly installment of Base Rent payable for each such month as provided in Section 3.1 of the Lease to which this Work Letter is attached, in an amount equal to the Improvements Rent Adjustment. For example (and by way of example only), if the total cost of Landlord's Work is \$1,200,000, then the Improvements Rent Adjustment to which Tenant is entitled during each of the first forty-eight (48) full calendar months during the Term would be calculated as follows:

$$(\$1,200,000 - \$1,500,000)/1000 \times \$25.37 = -\$7,611.00$$

Exhibit C.

Rules And Regulations.

1. The sidewalks, halls, passages, exits, entrances, elevators, accessways, public areas, lobbies and stairways of the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, accessways, public areas, lobbies and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenant shall not at any time go upon the roofs of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the Building without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside the Building on the office floors. Tenant agrees to conform to such guidelines, but may request approval of Landlord for modifications, which approval will not be unreasonably withheld. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

3. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging; provided, however, that periodic sales of books and other library material(s) shall be permitted on the Premises. No cooking shall be done or permitted by Tenant on the Premises, except that Tenant may (a) use Underwriters' Laboratory-approved portable equipment for brewing coffee, tea, hot chocolate and similar beverages, (b) maintain a staff lunchroom with a microwave oven and certain food service machines, and (c) allow vendors to enter upon the Premises or vending machines to be placed upon the Premises for the sale of food and beverages to be consumed in said lunch room, provided that all of such uses are in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building or kept in the Premises by Tenant or with the permission of Tenant.

4. Except with the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

5. Landlord will furnish Tenant with ten (10) keys to the Premises, free of charge. Additional keys shall be obtained only from Landlord and Landlord may make a reasonable charge for such additional keys. No additional locking devices shall be installed in the Premises by Tenant, nor shall any locking device be changed or altered in

any respect. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors in the Building and the Premises that shall have been furnished to Tenant.

6. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept at the Premises. If, in the sole and absolute discretion of Landlord, it is necessary to distribute the concentrated weight of any heavy object, all work, including any required structural design, involved in such distribution shall be done at the expense of Tenant and in such manner as Landlord shall determine in its sole and absolute discretion. The moving of safes and other heavy objects shall take place only outside of ordinary business hours upon previous notice to Landlord, and the persons employed to move them in and out of the Building shall be subject to Landlord's approval and, if required by law, shall hold a master rigger's license. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Premises only in the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Arrangements will be made by Landlord with Tenant for moving large quantities of furniture and equipment into or out of the Building.

7. Tenant shall not use, keep or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business in the Building. All machines or mechanical equipment permitted to be installed or used in the Premises shall be equipped, installed and maintained by Tenant so as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from the Premises to any other area of the Building and shall in each case be placed and operated so as not to disturb other tenants of the Building. No noise, including the playing of any musical instruments, radio or television, which might disturb other tenants of the Building shall be made or permitted by Tenant. Tenant shall not do or permit any activity in the Premises and shall not bring or keep anything in the Premises, which would impair or interfere with any of the Building services or Building Systems or the proper and economic heating, cleaning or other servicing of the Building or the Premises, or the use or enjoyment by any other tenant of any other premises, nor shall Tenant install any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference.

8. Landlord reserves the right to exclude from the Building between the hours of 6:00 P.M. and 8:00 A.M. and at all hours on Saturdays, Sundays and legal holidays all persons who do not present a validly issued pass to the Building signed by Landlord and properly in the possession of the person presenting such pass. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts and omissions of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of same by such action as Landlord may deem appropriate, including closing and locking doors.

9. The directory of the Building will be provided for the display of the name and location of tenants and a reasonable number of principal officers and employees of tenants, and Landlord reserves the right to exclude any other names therefrom. Any additional name that Tenant shall desire to place upon the directory must first be approved by Landlord and, if so approved, a charge will be made therefor.

10. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenant shall not alter or remove any exterior window glass of the Building for any reason.

11. Tenant shall not obtain for use in the Premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord.

12. Tenant shall see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant shall be responsible for all injuries sustained by Tenant and other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

13. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse thereof shall be paid for by Tenant.

14. Except with the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion, Tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk adjacent to the Premises for the sale of, newspapers, magazines, periodicals, theatre tickets or any other goods, merchandise or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's Lease, other than certain books and other library materials which may be sold by Tenant pursuant to periodic book sales which Tenant shall be entitled to conduct on the Premises.

15. Tenant shall not install any radio, television or telecommunications antenna, loudspeaker, or other device on the roof or exterior walls of the Building.

16. Tenant shall store all its trash and garbage within the Premises until removal of same to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of Chicago, Illinois without being in violation of any law or ordinance governing such disposal.

17. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as Landlord shall designate. In its use of the loading areas for the Building, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for loading and unloading.

18. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Building is prohibited and Tenant shall cooperate to prevent same.

19. Tenant shall immediately, upon request from Landlord (which request need not be in writing), reduce its lighting in the Premises for temporary periods designated by Landlord, when required in Landlord's judgment to prevent overloads of the mechanical or electrical systems of the Building.

20. Landlord reserves the right to select the name of the Building and to make such change or changes of name as it may deem appropriate from time to time, and Tenant shall not refer to the Building by any name other than: (i) the names as selected by Landlord (as same may be changed from time to time), or (ii) the postal address, approved by the United States Post Office. Tenant shall not use the name of the Building in any respect other than as an address of its operation in the Building without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

21. The requirements of Tenant will be attended to only upon application by telephone or writing or in person at the management offices of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

22. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

23. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Tenant's associates, agents, clerks, employees, customers and visitors. Wherever the word "Landlord" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, employees, customers and visitors.

24. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.

25. Landlord reserves the right to make such other and reasonable rules and regulations as in its sole and absolute discretion may from time to time be needed for the safety, care, efficiency, cleanliness, management and operation of the Building, and for the preservation of good order therein.

[Exhibit D attached to this agreement printed on pages 6293 through 6294 of this Journal.]

AMENDMENT OF LEASE AGREEMENT WITH EQUITABLE LIFE
ASSURANCE SOCIETY OF THE UNITED STATES FOR
PROPERTY AT 425 NORTH MICHIGAN
AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending a lease agreement with the Equitable Life Assurance Society of the United States which would allow the Chicago Public Library to extend the term of its lease for the property at 425 North Michigan Avenue.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease amendment agreement from the Equitable Life Assurance Society of the United States, a New York Corporation, as Lessor, for approximately 219,054 square feet of office space located on the 1st, 2nd, 4th, 11th, 12th and 13th floors at 425 West Michigan Avenue, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

(Continued on page 6295)

EXHIBIT D - BALANCE OF LOAN, *7/10/87*

CUSTOMER NAME CHICAGO PUBLIC LIBRARY

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PAYMENT		PAYMENT ON		TOTAL	BALANCE	DATE PAID
NUMBER	INTEREST	DUE DATE - PAID TO	PRINCIPAL	PAYMENT	ON LOAN	
1	8 33		12 92	21 25	987 08	
2	8 23		13 02	21 25	974 06	
3	8 12		13 13	21 25	960 93	
4	8 01		13 24	21 25	947 69	
5	7 90		13 35	21 25	934 34	
6	7 79		13 46	21 25	920 88	
7	7 67		13 58	21 25	907 30	
8	7 56		13 69	21 25	893 61	
9	7 45		13 80	21 25	879 81	
10	7 33		13 92	21 25	865 89	
11	7 22		14 03	21 25	851 86	
12	7 10		14 15	21 25	837 71	
13	6 98		14 27	21 25	823 44	
14	6 86		14 39	21 25	809 05	
15	6 74		14 51	21 25	794 54	
16	6 62		14 63	21 25	779 91	
17	6 50		14 75	21 25	765 16	
18	6 38		14 87	21 25	750 29	
19	6 25		15 00	21 25	735 29	
20	6 13		15 12	21 25	720 17	
21	6 00		15 25	21 25	704 92	
22	5 87		15 38	21 25	689 54	
23	5 75		15 50	21 25	674 04	
24	5 62		15 63	21 25	658 41	
25	5 49		15 76	21 25	642 65	
26	5 36		15 89	21 25	626 76	
27	5 22		16 03	21 25	610 73	
28	5 09		16 16	21 25	594 57	
29	4 95		16 30	21 25	578 27	
30	4 82		16 43	21 25	561 84	
31	4 68		16 57	21 25	545 27	
32	4 54		16 71	21 25	528 56	
33	4 40		16 85	21 25	511 71	
34	4 26		16 99	21 25	494 72	
35	4 12		17 13	21 25	477 59	
36	3 98		17 27	21 25	460 32	
37	3 84		17 41	21 25	442 91	
38	3 69		17 56	21 25	425 35	
39	3 54		17 71	21 25	407 64	
40	3 40		17 85	21 25	389 79	
41	3 25		18 00	21 25	371 79	
42	3 10		18 15	21 25	353 64	
43	2 95		18 30	21 25	335 34	
44	2 79		18 46	21 25	316 88	
45	2 64		18 61	21 25	298 27	
46	2 49		18 76	21 25	279 51	
47	2 33		18 92	21 25	260 59	
48	2 17		19 08	21 25	241 51	

(Continued from page 6292)

[Lease amendment immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease amendment attached to this ordinance reads as follows:

Fifth Lease Amendment.

This Instrument is a Lease Amendment made as of this 5th day of October, 1987, by and between the Equitable Life Assurance Society of the United States, a New York corporation (hereinafter "Landlord") and the Chicago Public Library/the City of Chicago (hereinafter "Tenant").

Witnesseth:

A. By instrument dated September 17, 1979 (hereinafter "Lease") Landlord demised and leased to Tenant certain premises currently located on the first, second, fourth, eleventh, twelfth and thirteenth floors of the Building known as 425 North Michigan Avenue (hereinafter "Building") in the City of Chicago, Illinois (hereinafter "Premises"), which premises are more specifically described in the Lease.

B. The Lease was amended by instruments dated February 20, 1980, February 25, 1980, January 1, 1985 and November 4, 1985, entered into by and between Landlord or Chicago Dock-Equitable Venture ("C.D.E.V.") (Landlord's successor in interest in and to the Lease), and Tenant. The Lease, as amended by the foregoing amendments, is hereinafter referred to as the "Lease".

C. Landlord has succeeded to all right, title and interest of C.D.E.V. in and to the Lease.

D. Landlord and Tenant desire to amend the Lease by extending the term thereof in accordance with the terms and provisions hereinafter set forth.

Now, Therefore, in consideration of the mutual covenants and agreements herein contained, Landlord and Tenant covenant and agree as follows:

1. Effective as of the date hereof, the term of the Lease is hereby extended for a period of five (5) months commencing on January 1, 1988 and ending May 31, 1988, on the same terms and conditions as set forth in the Lease, except as otherwise provided in this instrument.

2. Landlord and Tenant agree that effective January 1, 1988, the Lease shall be and hereby is further amended by deleting Section 1 thereof in its entirety and by substituting in lieu thereof the following:

"The Tenant shall pay to the Landlord as rent, in legal tender, at the Landlord's office at 401 North Michigan Avenue, Chicago, Illinois 60611, or as directed from time to

time by Landlord's notice, the monthly sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), in advance promptly on the first day of every calendar month of the term, without demand, the same being hereby waived and without any set-off or deduction whatsoever. Interest at the per annum rate of 9% will be charged retroactive to the first day of the month for rents not paid by the thirtieth (30th) day of the calendar month".

3. Landlord and Tenant agree that effective January 1, 1988, the Lease shall be and the same is further amended by deleting Section 8 thereof in its entirety and by substituting in lieu thereof the following:

"8. Holding Over.

If Tenant retains possession of the Premises or any part thereof after the termination of the term, such holding over shall constitute a renewal of this lease for a month-to-month term. During the period of such holding over, if any, from June 1, 1988 through July 31, 1988, Tenant shall pay to Landlord rent at the rate of Two Hundred Forty Thousand and no/100 Dollars (\$240,000.00) per each month or portion thereof, of which Tenant shall pay \$150,000.00 in cash and \$90,000.00 shall be paid to Landlord from the Holdover Deposit described in Section 29 hereof. During the period of such holding over, if any, from August 1, 1988 through September 30, 1988, Tenant shall pay to Landlord rent at the rate of Three Hundred Twelve Thousand and no/100 Dollars (\$312,000.00) per each month or portion thereof, of which Tenant shall pay \$222,000.00 in cash and \$90,000.00 shall be paid to Landlord from the Holdover Deposit. During the period of holding over, if any, extending beyond September 30, 1988, Tenant shall pay to Landlord the sum of Six Hundred Four Thousand Eight Hundred Thirty-three and no/100 Dollars (\$604,833.00) per each month or portion thereof as a holdover penalty and, in addition thereto, shall pay to Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. Except for any period of holding over prior to September 30, 1988, the provisions of this Section do not exclude the Landlord's rights of re-entry or any right hereunder."

4. Landlord and Tenant agree that effective January 1, 1988, the Lease shall be and hereby is further amended by adding thereto a new Section 29 as follows:

"29. Holdover Deposit.

Commencing January 1, 1988 and ending May 31, 1988, in addition to the monthly rental payments described in Section 1 hereof, Tenant shall pay to Landlord as additional rent and with each monthly payment of rent provided in Section 1 hereof, the sum of Seventy-two Thousand and no/100 Dollars (\$72,000.00) per month (the "Holdover Deposit") to be held by Landlord in a non-segregated and non-interest bearing account to secure Tenant's obligation to deliver possession of the Premises to

Landlord on or before May 31, 1988. In the event Tenant shall deliver possession of the Premises to Landlord on or before May 31, 1988, Landlord shall return the full amount of the Holdover Deposit to Tenant. In the event Tenant shall fail to deliver possession of the Premises to Landlord on or before May 31, 1988, the Holdover Deposit shall be applied in the manner described in Section 8 hereof, and any balance thereafter remaining of the Holdover Deposit on the date Tenant delivers possession of the Premises to Landlord, shall be returned to Tenant."

5. Effective as of the date hereof, the Lease shall be and hereby is further amended by adding thereto a new Section 30 as follows:

"30. Credit For Tax Reduction.

A. Landlord, in consultation with its real estate tax counsel, agrees to use all reasonable efforts to minimize the total amount of real estate taxes for calendar year 1988 which are payable in 1989, by initiating and prosecuting to completion a protest ("the Protest") of the assessed valuation of the Building for 1988 as initially determined by the Office of the Assessor of Cook County, Illinois. Tenant agrees, upon request by Landlord, to cooperate with Landlord to the extent that in the judgment of Landlord and its real estate tax counsel such cooperation by Tenant would contribute to a successful conclusion of the Protest.

B. Landlord agrees that so long as Tenant has vacated and surrendered the Premises to Landlord on or before September 30, 1988 and Tenant has not otherwise defaulted in its obligations under the Lease, Landlord will within thirty (30) days after issuance in 1989 of the final real estate tax bills for 1988, pay to Tenant twenty-five percent (25%) of the amount, if any, resulting after subtracting from \$850,000.00 the sum of (a) the total amount of actual 1988 real estate taxes payable in 1989 (as evidenced by the final bills issued therefor); and (b) the total amount of attorney's fees and expenses incurred by Landlord and payable in connection with the Protest."

6. Except as expressly modified and amended by this instrument, the terms and provisions of the Lease are hereby ratified and confirmed.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP,
INCORPORATED FOR PREMISES AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of lease agreement with the Lakeside Group, Incorporated, doing business as The New Art Forms Show, for use of the entire east end of Navy Pier.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with Lakeside Group, an Illinois corporation doing business as The New Art Forms Show, as Lessee, for the entire East End located on Navy Pier, to be used solely for the purpose of staging a Fine Arts Exhibition; such lease to be approved by the Commissioner of the Department of Public Works and the First Deputy Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease agreement attached to this ordinance reads as follows:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the 17th day of August, 1987, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and The Lakeside Group, Inc., d/b/a New Art Forms Show (hereinafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, foot of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1--General Conditions;

Part 2--Special conditions, numbered 1 to 9, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part I--General Conditions.

Article I.

This Agreement Is Subject and Subordinate to any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or maybe required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation, or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationships of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee or any agents, guests or invitees of lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the prior consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all

agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives, Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as a comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this Lease.

In the event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenantable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress, are at

all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefore by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessor shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 (or alternative amount specified in Special Conditions of this lease) with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event or date specified in Special

Conditions of this lease. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

Article XVI.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules of regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereinafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

This breach of any of the above non-discrimination covenants, shall constitute, cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at The Lakeside Group, c/o Tom Blackman, 600 North McClurg Court, Suite 3403, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II--Special Conditions.

1. Premises

Lessor does hereby grant to Lessee the following areas of Navy Pier:

Auditorium/Recreation Buildings
Terrace Promenade
Shelter Building
Terminal Building
Midway

2. Purpose

A) Auditorium/Recreation Buildings/Terrace Promenade/Shelter
Building/Terminal Buildings

Lessee shall use the premises for the purpose of sponsoring The New Art Forms Show for approximately 10,000 persons daily.

B) Midway

Lessee shall use the Midway for the purpose of a cab drop off and for exhibitor parking only. On opening night, September 17, 1987 Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

3. Term

The term of this Agreement shall begin on the 8th day of September, 1987 at 8:00 A.M. and shall terminate on the 25th day of September, 1987 at 5:00 P.M.

A) Set-Up Time

Lessee shall be allowed to use the demised premises for set-up time beginning on the 8th day of September, 1987 at 8:00 A.M. in the Terminal and Shelter Buildings and on the 14th day of September, 1987 in the Auditorium and Recreation Buildings and shall terminate on the 17th day of September, 1987 at 5:29 P.M.

B) New Art Forms Show

Art Show will begin on the 17th day of September, 1987 at 5:30 P.M. and shall terminate on the 21st day of September, 1987 at 6:00 P.M.

September 17th	Opening Night 5:30 P.M.--10:30 P.M. Benefit, Merrill Suzanne Weiss, Children's Memorial Hospital
September 18th	12:00 P.M.--8:00 P.M.
September 19th	12:00 P.M.--8:00 P.M.
September 20th	12:00 P.M.--8:00 P.M.
September 21st	12:00 P.M.--8:00 P.M.
	The New Art Form Show closes. Breakdown begins.

C) Breakdown Time

Lessee shall be allowed breakdown time on 21st day of September, 1987 at 6:01 P.M. and such breakdown time shall terminate on the 24th day of September, 1987 at 5:00 P.M. for the Auditorium and Recreation Buildings and shall terminate on the 25th day of September, 1987 at 5:00 P.M. for the Terminal and Shelter Buildings.

4. Rental Rates/Operating Costs

- A) Lessee shall pay rent for said premises during the period of this lease at the following rates that have been authorized by the First Deputy Commissioner of Economic Development.

- 1) Terminal Building (September 8, 1987 through September 25, 1987)

\$.50 net square foot per 12 day period
\$250.00 per day for additional set-up and/or breakdown.

672 net square feet x \$.50 = \$336.00
6 additional set-up/breakdown
days x \$250.00 = 1,500.00

Total Days = 18
Total Rental for Terminal Building = \$1,836.00

- 2) Shelter Building (September 8, 1987 through September 25, 1987)

\$.50 net square foot per 12 day package.
\$500.00 per day for additional set-up and/or breakdown.

6,648 net square feet x \$.50 = \$3,324.00
6 additional set-up/breakdown
days x \$500.00 = 3,000.00

Total Days = 18
Total Rental from Shelter Building = \$6,324.00

- 3) Recreation Building (September 14, 1987 through September 24, 1987)

\$.50 net square foot for 12 day package.
\$250.00 per day for additional set-up and/or breakdown.
2,040 net-square feet x \$.50 = \$1,020.00

Total Days = 11
Total Rental from Recreation Building = \$1,020.00

- 4) Auditorium (September 11, 1987 through September 25, 1987)

\$1.50 net square foot for 12 day package.
7,320 net square feet x \$1.50 = \$10,980.00

Total Days = 11
Total Rental for Auditorium Building = \$10,980.00

5) Midway

N/C

Total Rental for Navy Pier =

\$20,160.00

B) Estimated Operating Costs

Utility Expenses

Electricity

Electrical meters will be read by
the Department of Public Works on
the following dates:

Terminal and Shelter Buildings--September 8, 1987
Auditorium and Recreation Building--September 14, 1987

Final readings will be made by the
Department of Public Works after
verification that Lessee has
vacated premises

Electricity Deposit =

\$5,000.00

C) Support Personnel

1. Operating Engineer (D.P.W.) Rates: \$19.51 Regular Rate
 \$29.10 Over Time
 \$39.02 Double Time

Operating Engineer Deposit

\$2,100.00

An Assistant Chief Operating Engineer from the Department of Public
Works and/or and Operating Engineer Group A from the Department of
Public Works must be at Navy Pier at all times during the New Art Forms
Show (September 17th through September 21st).

2. Two Electricians (D.S.S.)

Electricians Rates:

\$25.00 Regular
Time

\$37.50 Over Time

\$50.00 Double
Time

Electricians Deposit

\$1,800.00

3. Clean-Up/Repair/Breakdown/Operating Cost/Deposit
Deposit of Five Thousand and no/100's (\$5,000.00)
4. Summary of Estimates for Operating Costs

Electricity Deposit	\$5,000.00
Operating Engineer Deposit	\$2,100.00
Electricians Deposit	\$1,800.00
Clean-up/Repair/Breakdown Deposit:	<u>\$5,000.00</u>
5. Total Deposits for Estimated
Operating Costs shall be paid
by September 10, 1987. \$13,900.00
6. Rent Payment will be paid as follows:
\$20,160.00 payable by September 10, 1987
- 5) Breakdown Penalty
 - A) East End Complex

In the event that Lessee has not vacated Auditorium and Recreation Buildings by 24th day of September, 1987, at 5:00 P.M. Lessor will deduct \$4,200.00 per day from deposit until East End Complex is vacated. If Terminal and Shelter Buildings are not vacated by 5:00 P.M. on the 25th day of September, 1987, Lessor will deduct \$2,500.00 per day from deposit until Terminal and Shelter Buildings are vacated.
 - B) In the event that Lessee exhausts its entire clean- up/repair/breakdown deposit, Lessee will have ten (10) days upon receipt of written notice from Lessor to pay any breakdown penalty fees that are outstanding. If penalty fees are not received by Lessor within specified ten (10) day period at Lessor's option and upon written notice to Lessee this lease and future option dates are null and void.
- 6) Condition Of Pier

Lakeside must accept the Pier in its existing condition. There will be no credit given to Lakeside for repairs made prior to or during the down, unless approved by the Manager of Navy Pier and the Commissioner of the Department of Public Works.
- 7) Option

A) Future Dates

If Pier is available for rental purposes and lessee agrees to rental terms and conditions of proposed lease, that are given to Lessee by May 15th of each year. Lessee shall have the option to reserve the demised premises for the purpose of holding a similar event (New Art Forms Show) on the following dates:

September 22-26, 1988

September 21-25, 1989

September 20-24, 1990

September 19-23, 1991

B) Notification Provision

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage pre-paid addressed to the Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and to the Manager of Navy Pier, Department of Economic Development, 20 North Clark Street, 28th Floor, Chicago, Illinois 60602, or at such other place as the Lessor from time to time appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Lessor must receive written request on or before March 1st, the year preceding the coming show that the Lessee intends to exercise its option.

Written confirmation must include the following:

- description of the desired facilities
- set-up and breakdown schedule
- attendance projections
- a non-fundable deposit equivalent to 20% of the current year's lease.

If Lessee decides not to proceed with these shows on the above dates it must notify the Manager of Navy Pier and Supervisor of Leasing in writing six (6) months in advance.

In addition, if six (6) month reservation cancellation is received after advance notice at Lessor's option and upon written notice to Lessee this lease will be considered null and void.

C) Rental Rates

The City of Chicago will provide Lessee with the terms and conditions for each New Art Forms Show by May 15th of the year preceding the show.

The 1987 rate of Twenty Thousand One Hundred Sixty and no/100 Dollars (\$20,160.00) will serve as base rate of future option dates. This base rate represents the rate for a five (5) day event including opening night and represents use of the East End Complex.

D) Cancellation Clause

Lessor has the right to terminate this lease in whole or for any specific event upon providing the Lessee with ninety (90) days prior written notice before the event.

The City of Chicago will not be liable for any damages sustained by the Lessee if the City of Chicago exercises its right to terminate.

E) Set-Up Time And Breakdown Time

Option dates specified in Section 7, paragraph (A) of this lease do not include set-up and breakdown time. Combined set-up and breakdown times of entire show, including show dates will not exceed nineteen (19) days or occupancy of East End and ten (10) days in the Auditorium. The Lessee will make every effort to minimize the use of the Pier for such purposes, and make every effort to limit their use of the Auditorium to one weekend during the entire period of the show.

F) Payment of rent shall be Certified Check made payable to the City of Chicago and together with a Certificate of Insurance in the minimum of \$1,000,000 per accident, \$150,000.00 per person Liability Insurance naming the City of Chicago and Public Building Commission as additional insurers and shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

8. Operations

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the Act, default or negligence of the Lessee, or at Lessees agents, employees, patrons, guest or any person admitted to said premises by Lessee, Lessor shall use clean-up/repair/late deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises, lessee under demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of Public Works is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lightings appurtenances shall not be covered or obstructed by Lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chairs or moveable sets to be or remain in the passage ways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibitions or entertainment given or held in the demised premises, and Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.
- F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the First Deputy Commissioner of Public Works, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Lakeside must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal

working hours. This will include but is not limited to electricians, sound technicians and operating engineers.

- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- J. Lessee shall provide at its own expense all ushers, crowd director, and any security service required by the Commissioner of Public Works and Mayor's Office of Special Events.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.
- L. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Lessee shall pay for heat, utilities and normal custodial services where the City provides for additional services, the Lessee shall be billed separately for these.
- O. Lessee acknowledges that not more than 5,000 persons will be allowed in Auditorium and Recreation Buildings and Sheds at any one time during term of lease.
- P. Lessee will comply with all City sales tax and City Amusement tax requirements.
- Q. Lessee must take East End in existing condition. A walk through with City Staff must occur before Lessee assumes occupancy and immediately following breakdown.
- R. Lessee must comply with City of Chicago's Rules and Regulations of Navy Pier.
- S. Lessee must also acknowledge the City's right to book other events in the unused Pier facilities, if in the City's opinion the proposed activities do not conflict with the planned New Art Forms Show.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under this respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH MR. JOSEPH PANZO
FOR PREMISES AT 142--144 NORTH
STREETER DRIVE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with Mr. Joseph Panzo, doing business as Rocky's Bait Shop, for yard space located at 142--144 North Streeter Drive.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller and the Commissioner of Public Works is authorized to execute on behalf of the City of Chicago, a Lease with Joseph Panzo as Lessee for approximately 1,650 square feet of a one-story frame building and approximately 2,470 square feet of yard space located at 142--144 North Streeter Drive to be used for the purpose of selling fish, bait and other fisherman's supplies, such lease to be approved by the Commissioner of Public Works and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease agreement attached to this ordinance reads as follows:

Lease Agreement.

This Agreement made this ____ day of _____ A.D. _____
between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Lessor") and Rocky's Bait Shop, a partnership (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611 hereinafter called "Pier", a plat of Pier being attached hereto.

This Agreement shall consist of two parts:

Part I--General Conditions;

Part II--Special Conditions, numbered 1 to 9.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other reference, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I--General Conditions.

Article I.

This Agreement Shall Be Subject And Subordinate To:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of the Pier concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Pier concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an

independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence if its receipt of said premises is in a safe, sanitary and sightly condition and in good repair.

Article IV.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease, in the condition that existed at execution of this lease.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements, thereto shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee in continued operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation, rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons, and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner of Public Works, or other

lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of Public Works.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XI.

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Acts of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission of Human Relations.

Article XIV.

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the Provisions of 29, C.F.R. Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to lessee at:

Rocky's Bait Shop
Attn: Joseph Panzo
5244 West Winnemack Avenue
Chicago, Illinois 60630

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II--Special Conditions.

1) Premises:

- A) Lessor shall grant to Lessee the exclusive use of approximately 1,650 square feet of a frame building and approximately 2,470 square feet of non-exclusive yard space adjacent thereto and appearing on the attached Exhibit "A" and commonly known as 142 and 144 North Streeter Drive, Chicago, Illinois 60611.
- B) Lessor shall grant to Lessee the non-exclusive privilege to use approximately two hundred (200) feet of concrete wharf and dock laying adjacent to the demised premises.
- C) Lessor shall grant to Lessee the non-exclusive privilege to use the five (5)-foot walkway from Streeter Drive to said wharf for egress and ingress.

2) Purpose:

Tenant shall use the demised premises for the business of selling fish, bait and other fisherman's supplies, and to operate as a commercial fisherman, and for no other purpose.

3) Term:

The term of this agreement shall begin on September 1, 1987 and terminate August 31, 1990. Business will be open to public from April 1st through November 30th of each year.

4) Hours Of Operation:

The hours of operation are from 11:00 A.M. to 11:00 P.M., seven days a week.

5) Cancellation:

This Lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

6) Rental Payment Provisions:

Lessee shall pay for said premises during the continuance of this lease at the rate of:

- A) One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00) per month for the period beginning on the 1st day of September, 1987 and ending on the 31st day of August, 1989;
- B) One Thousand Three Hundred Twelve and 50/100 Dollars (\$1,312.50) per month for the period beginning on the 1st day of September, 1989 and ending on the 31st day of August, 1990.

Rent is payable on the 1st day of each calendar month to the Real Estate Section, Department of Finance, 320 North Clark Street, Chicago, Illinois 60611.

- C) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

7) Operations:

- A) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for

entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from the demised premises or any area or location in the vicinity.

- B) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- C) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's demised premises is located under the terms of this Agreement.
- D) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
- E) Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago and the Public Building Commission to be named as additionally insured and to receive a Certificate of Insurance for said insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a Certificate of Insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.
- F) Lessor will provide and pay for sewer and domestic water installation/hook-up.
- G) Lessee will provide and pay for electrical service and telephone installation.
- H) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- I) Pay all leasehold tax and other levies assessed against said premises within deadlines established by the respective governmental taxing bodies.
- J) Garbage Provisions:
 - 1) Garbage will be placed inside dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied

whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.

2) The Lessee will screen the dumpster area from the general public if necessary after consulting the Department of Public Works.

3) Lessee shall provide and pay for its own scavenger service.

K) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

8) Records:

Lessee under this lease shall:

A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location with the City of Chicago, Illinois.

B) Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

9) Maintenance:

Lessee under this lease shall:

Maintain interior and exterior of the building including all mechanical components, paint exterior of demised premises prior to September 1, 1989.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes].

[Exhibit "A" attached to this lease agreement printed
on page 6326 of this Journal.]

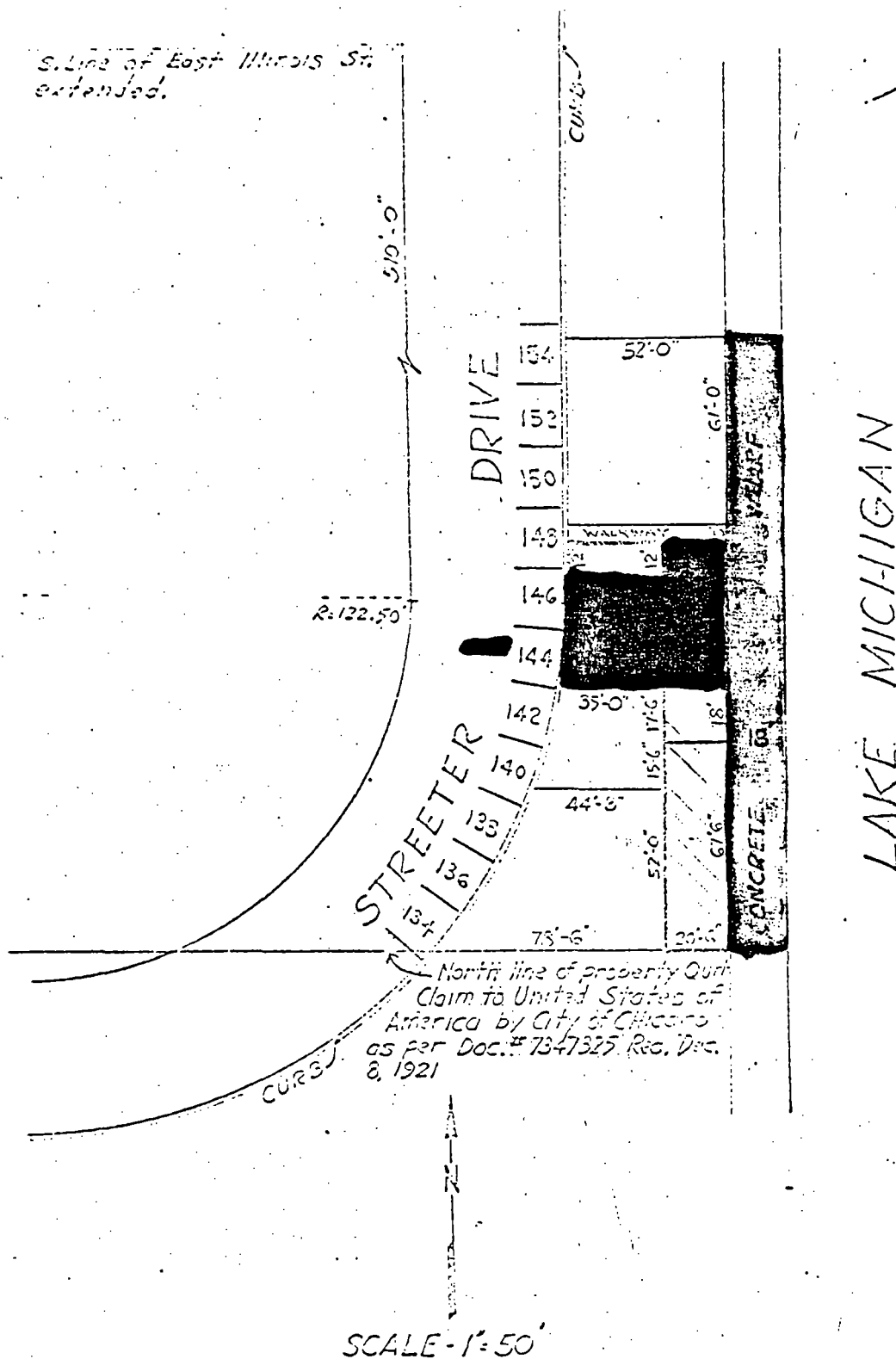


EXHIBIT "A"

MATTERS PRESENTED BY THE ALDERMEN**(Presented By Wards, In Order, Beginning With The First Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND
TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>GABINSKI</i> (32nd Ward)	North Elston Avenue, at 1858--1860, two 25-foot zones at either side of door--8:00 A.M. to 8:00 P.M.--no exceptions;
<i>MELL</i> (33rd Ward)	North Kedzie Avenue, at 3825--8:00 A.M. to 8:00 P.M.--Monday through Friday;
<i>PUCINSKI</i> (41st Ward)	North Northwest Highway, at 5632--at all times--no exceptions; North Northwest Highway (east side) at approximately 5631 (across from 5632) for three car lengths--7:00 A.M. to 10:00 A.M.--Monday through Friday;
<i>NATARUS</i> (42nd Ward)	West Superior Street, at 417--at all times--no exceptions;
<i>STONE</i> (50th Ward)	North Clark Street, at 6142 North Clark Street--at all times--no exceptions.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

GARCIA (22nd Ward)

North-south alley between South Trumbull Avenue and South St. Louis Avenue, from West 26th Street to West 27th Street--southerly;

KRYSTYNIAK (23rd Ward)

The first "T" alley south of West Archer Avenue, from South Nagle Avenue to South Natchez Avenue--easterly;

West 57th Street, from South Merrimac Avenue to South Mobile Avenue--easterly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON
PORTION OF NORTH SAWYER AVENUE.

Alderman Figueroa (31st Ward) presented a proposed ordinance which would amend an ordinance passed on May 11, 1967 (C.J. p. 196) by striking the words "From North Milwaukee Avenue to West Diversey Avenue--northerly" relative to North Sawyer Avenue and inserting in lieu thereof the words "two-way street from North Milwaukee Avenue to the alley north of West Diversey Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROPOSED SURVEY REGARDING ONE-WAY
TRAFFIC RESTRICTION ON PORTION OF
WEST CERMAK ROAD.

Alderman Soliz (25th Ward) presented a proposed ordinance to cause a survey to be made regarding the restriction of the movement of vehicular traffic to either an easterly or westerly direction at the east-west alley of the 2700 block of West Cermak Road, from South Fairfield Avenue to South Washtenaw Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF NORTH SAWYER AVENUE.

Alderman Figueroa (31st Ward) presented a proposed order for the removal of parking meters 11798 and 11755 located on the northeast corner of North Sawyer Avenue directly north of North Milwaukee Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER ON PORTION
OF NORTH CLARK STREET.

Alderman Stone (50th Ward) presented a proposed order to remove parking meter 487-4118 located at 6142 North Clark Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT SPECIFIED HOURS
ON PORTIONS OF WEST ARMITAGE AVENUE.

Alderman Hagopian (30th Ward) presented two proposed ordinances to limit parking at 5016 and 5027 West Armitage Avenue to one hour between 9:00 A.M. and 6:00 P.M., which were *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
SAWYER (6th Ward)	South Avalon Avenue, at 7759 (except for handicapped);
CALDWELL (8th Ward)	East 85th Street, at 1518 (except for handicapped);
JONES (20th Ward)	South Cottage Grove Avenue, at 6326 (except for handicapped);

Alderman	Location And Distance
<i>KRYSTYNIAK</i> (23rd Ward)	South Komensky Avenue, at 4925 (except for handicapped); South Narragansett Avenue, at 6425 (alongside on West 64th Place, north side) from a point 59 feet east of South Narragansett Avenue to a point 25 feet east thereof (except for handicapped); South Kenneth Avenue (east side) from South Archer Avenue to the first alley south thereof;
<i>MELL</i> (33rd Ward)	West Belden Avenue, at 2651 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	West Peterson Avenue (south side) from North Ridge Avenue to North Clark Street;
<i>LEVAR</i> (45th Ward)	North Menard Avenue, at 5708 (except for handicapped);
<i>OSTERMAN</i> (48th Ward)	West Thorndale Avenue (south side) in the curved alley of the 1500 block.

DISCONTINUANCE OF PARKING PROHIBITION ON PORTION
OF SOUTH CHAPPEL AVENUE.

Alderman Caldwell (8th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibits the parking of vehicles during school hours at 7850 South Chappel Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>BANKS</i> (36th Ward)	North Moody Avenue (both sides) from 2300 to 2359--at all times;
<i>PUCINSKI</i> (41st Ward)	West Hobart Avenue (south side) between North Northcott Avenue and North Avondale Avenue--at all times; West Somerset Avenue (north side) between North Northcott Avenue and North Avondale Avenue--at all times; 5600 block of North Northcott Avenue (east side)--at all times;
<i>EISENDRATH</i> (43rd Ward)	From the 2000 through 2300 blocks of North Dayton Street (both sides) to North Bissell Street (both sides) and the 800 through 950 blocks of West Dickens Avenue (both sides) to West Belden Avenue (both sides)--6:00 P.M. through 12:00 A.M.--all day Saturday and Sunday; From the 2400 through 2600 blocks of North Burling Street (both sides) to North Geneva Terrace (both sides) and the 400 through 750 blocks of West Arlington Place and West Deming Place (both sides)--6:00 P.M. through 12:00 A.M.--all day Saturday and Sunday.

Referred--AMENDMENT OF RESIDENTIAL PERMIT
PARKING ZONES ON PORTIONS OF
SOUTH NORMANDY AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on December 28, 1983 (C.J. pp 4436--4437) by striking the words "Between the first alley north of West Archer Avenue and West 54th Street--extension of resident permit parking District Zone 7" relative to residential permit parking zones on both sides of South Normandy Avenue and inserting in lieu thereof the words "From the first alley north of West Archer Avenue, to a point 163 feet north thereof--8:00 A.M. to 6:00 P.M.--Monday through Friday--extension of resident permit parking District Zone 7"; and the words "From a point 163 feet north of the first alley north of West Archer Avenue to West 54th Street--8:00

A.M. to 10:00 A.M.--Monday through Friday--extension of resident permit parking District Zone 7", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

Alderman Krystyniak (23rd Ward) presented two proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance And Time
West 59th Street (North side)	Between South Harlem Avenue and the first alley east thereof--one hour--at all times;
South Kenneth Avenue (West side)	From Archer Avenue to the first alley south thereof.

Referred -- DESIGNATION OF SERVICE DRIVE ON
PORTION OF SOUTH LAFLIN STREET.

Alderman Roti (1st Ward) presented a proposed ordinance to designate both sides of South Laflin Street, from West Harrison Street to the first alley south thereof, as a service drive, at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
CALDWELL (8th Ward)	South Dorchester Avenue, at East 85th Street--"Stop";

Alderman	Location And Type Of Sign
<i>BURKE</i> (14th Ward)	South Fairfield Avenue, at West 54th Street--"Stop";
<i>KELLAM</i> (18th Ward)	West 83rd Street and South Damen Avenue--"No Turn On Red";
<i>HENRY</i> (24th Ward)	Northeast corner of South Kedzie Avenue and West Roosevelt Road--"No Turn On Red--7:00 A.M. to 7:00 P.M.";
	West 15th Street, at South Kostner Avenue--"Stop";
	West 18th Street and South Ridgeway Avenue--"3-Way Stop";
<i>SOLIZ</i> (25th Ward)	West Cullerton Street and North Leavitt Street "4-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	West Barry Avenue and North Kostner Avenue--"4-Way Stop";
	West George Street and North Kostner Avenue--"4-Way Stop";
	West Wellington Avenue and North Kilbourn Avenue--"4-Way Stop";
<i>FIGUEROA</i> (31st Ward)	West McLean Avenue (one-way street westerly) at North Drake Avenue--"Stop";
<i>GABINSKI</i> (32nd Ward)	West Moffat Street, at North Hoyne Avenue--"Stop";
<i>MELL</i> (33rd Ward)	West Nelson Street and North California Avenue--"3-Way Stop";
	West Schubert Avenue and North Francisco Avenue--"Stop";
<i>AUSTIN</i> (34th Ward)	South Emerald Avenue, at West 114th Street--"Stop";
<i>MELL</i> for <i>KOTLARZ</i> (35th Ward)	West Cullom Avenue, at North Kildare Avenue--"Stop";

Alderman	Location And Type Of Sign
LAURINO (39th Ward)	West Ainslie Avenue and North Tripp Avenue--"Stop";
PUCINSKI (41st Ward)	West Leland Avenue and North Cumberland Avenue (median strip)--"No U-Turn"; North Navarre Avenue and North Neola Avenue--"4-Way Stop";
OSTERMAN (48th Ward)	North Glenwood Avenue, at West Berwyn Avenue--"Stop";
STONE (50th Ward)	West Lunt Avenue and North Oakley Avenue--"4-Way Stop".

Referred -- PROPOSED STUDY REGARDING ERECTION OF STOP
SIGNS OR INSTALLATION OF AUTOMATIC TRAFFIC
CONTROL SIGNALS AT SPECIFIED
LOCATIONS.

Alderman Henry (24th Ward) presented a proposed order to study the feasibility of erecting stop signs or installing automatic traffic control signals at the intersection of West 18th Street and South Pulaski Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF DESIGNATED SNOW ROUTE
REGULATION ON PORTION OF NORTH
KEDZIE AVENUE.

Alderman Mell (33rd Ward) presented a proposed order to discontinue the designated snow route regulation on the east side of North Kedzie Avenue, between West Addison Street and West Berteau Avenue, from 3:00 A.M. to 7:00 A.M., which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderman Giles (37th Ward) presented a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a C2-1 General Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 3-K bounded by

West North Avenue; a line 50 feet east of and parallel to North Keating Avenue; the alley next south of and parallel to West North Avenue; and North Keating Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented three proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
<i>SHEAHAN</i> (19th Ward)	Barbara Richardson;
<i>OSTERMAN</i> (48th Ward)	6251 North Glenwood Association;
<i>STONE</i> (50th Ward)	Ridgewood Estates Condominium Association.

4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

*Referred -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL
BANK FOR ENTRY VESTIBULES.*

A proposed ordinance to grant permission and authority to LaSalle National Bank, as trustee under trust 54214, to maintain and use, as now constructed, six entry vestibules in the public way immediately adjacent to its commercial and residential buildings at 620, 640, 680, 700, 740 and 780 South Federal Street, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- PORTION OF WEST QUINCY STREET TO BE
RENAMED "WEST FAZLUR KHAN STREET".*

Also, a proposed ordinance to rename that part of West Quincy Street, between the South Branch of the Chicago River and South State Street, as "West Fazlur Khan Street", which was *Referred to the Committee on Streets and Alleys.*

*Referred -- PERMISSION FOR OPERATION OF NEWSSTAND
AT INTERSECTION OF WEST VAN BUREN STREET
AND NORTH CLARK STREET.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Abbas Ali Kapadia to operate a newsstand on the southeast corner of West Van Buren Street and North Clark Street, on Monday through Saturday, in accordance with the provisions of the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST FILLMORE STREET
FOR SCHOOL PURPOSES.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Thomas Jefferson Elementary School/Chicago Board of Education to close to traffic the 1500 block of West Fillmore Street from 12:00 noon to 1:00 P.M. on all school days for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL
BANK AND TRUST FOR TUNNEL.

A proposed ordinance to grant permission and authority to American National Bank and Trust, under trust 50472, to maintain and use, as now constructed, a tunnel under South Cornell Avenue near East 56th Street for the purpose of a passageway, and also a coal chute under the east-west public alley north of East 56th Street, between South Cornell Avenue and South Hyde Park Boulevard, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25.1
SECTION 25.1-2 BY ASSIGNING COMMISSIONER OF
PERSONNEL SOLE AUTHORITY FOR
DETERMINING REINSTATEMENT
OF FORMER CITY
EMPLOYEES.

A proposed ordinance to amend Chapter 25.1, Section 25.1-2 of the Chicago Municipal Code by adding thereto a new sub-paragraph (9) assigning to the Commissioner of Personnel the power and duty to determine reinstatement of former city employees, which was *Referred to the Committee on Finance*.

Referred -- COMMITTEE ON PORTS, WHARVES AND BRIDGES
TO STUDY IMPACT OF FEDERAL BUDGET CUTS IN
REFERENCE TO REPAIR AND CONSTRUCTION
OF CITY BRIDGES.

Also, a proposed resolution requesting the Committee on Ports, Wharves and Bridges to study the impact of federal government budgetary cuts relative to the repair and construction of city bridges, whether any federal funding is available, and whether city bridges are currently being maintained at a minimum safety standard, et cetera, which was *Referred to the Committee on Ports, Wharves and Bridges*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- GRANT OF PRIVILEGE TO CHICAGO TUBE AND
IRON COMPANY FOR "KELLY PNEUMATIC
DISPATCH TUBE SYSTEM".

A proposed ordinance to grant permission and authority to Chicago Tube and Iron Company to maintain and use a four-inch diameter aluminum "Kelly Pneumatic Dispatch Tube System" over and diagonally across West 48th Street for the transmission of order blanks from 2632 West 48th Street to 2631 West 48th Street, and then into private property, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SUNDRY LOCATIONS.

Two proposed orders directing the City Comptroller to issue permits to the permittees listed below for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Citicorp Savings of Illinois--one canopy at 1751 West 47th Street; and

Mr. Joseph T. Pecora, agent of beneficiaries of Ford City Bank and Trust, as trustee under trust 490--one canopy at 2718 West 59th Street.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER
DONDZIK ON THEIR GOLDEN WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Walter Dondzik, citizens of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Irene and Walter Dondzik were married September 25, 1937, at St. Casimir Parish, and 50 years later renewed their vows at Our Lady of the Snows Church; and

WHEREAS, Irene and Walter Dondzik have been highly active and visible in their community and in their church, and celebrate this grand occasion with their many friends and neighbors and with their fine family; and

WHEREAS, Irene and Walter Dondzik epitomize the strength and solidity of family life: they have two children, seven grandchildren and one great grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 10th day of November, 1987, A.D., do hereby congratulate Mr. and Mrs. Walter Dondzik on their golden wedding anniversary, and extend our wishes to them and their family for continued happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Walter Dondzik.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

CONGRATULATIONS EXTENDED TO MR. CHET GULINSKI
FOR OVER THREE DECADES OF OUTSTANDING
RADIO BROADCASTING.

Also, a proposed resolution reading as follows:

WHEREAS, This week the Chet Gulinski Show will begin its 33rd consecutive year of radio broadcasts; and

WHEREAS, Chet Gulinski, one of the City of Chicago's most outstanding broadcast personalities, currently has a daily polka show aired over WVVX-FM, and a 3 1/2-hour Sunday program, the Chuck Gulinski Show, on radio station WPNA; and

WHEREAS, Chuck Gulinski's popularity has spanned more than three decades of radio and TV broadcasting from many stations throughout the Chicagoland area, live programming stemming from the Aragon Ballroom, Navy Pier, Tony Piet's Pontiac City, St. Joseph's Home for the Aged, Pulaski Village, and other diverse locations. His faithful audience numbers in the thousands; and

WHEREAS, In addition to his broadcasting duties, Chet Gulinski is Sales Manager and Program Director for radio station WPNA; he is associated with three recording companies; and he has done a great deal of work in polka organizations as well as with senior citizens. He helped organized the Senior Polka Association, now with a membership exceeding

2,000, and he helped organize the Brickyard Senior Citizens with a membership of almost 1,000; and

WHEREAS, An outstanding family man, Chet Gulinski and his wife, Evelyn, have three sons and a daughter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 10th day of November, 1987, A.D., do hereby congratulate Chet Gulinski for over three decades of productive and entertaining broadcasting throughout the Chicagoland area; and we honor this fine citizen for his many contributions to the quality of life in this great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chet Gulinski.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS
135 AND 183 BY BANNING SALE OF EXPLOSIVE
PAINT PELLETS AND FIREARMS WHICH
FIRE SAME.

Also, a proposed ordinance to amend portions of Chapters 135 and 183 of the Chicago Municipal Code by making it unlawful to sell, rent, etc., paint in the form of explosive pellets and firearms which fire such pellets, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN HENRY (24th Ward):

Referred-- PERMISSION FOR OPERATION OF NEWSSTAND
AT INTERSECTION OF WEST 16TH STREET
AND SOUTH PULASKI ROAD.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Roosevelt Thompson to operate a newsstand on the northwest corner of West 16th Street and South Pulaski Road, on a daily basis, in accordance with the provisions of the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred-- REVOCATION OF NEWSSTAND PERMIT 1180
FOR NON-CONFORMANCE WITH MUNICIPAL
CODE PROVISIONS.

Also, a proposed order directing the Commissioner of Public Works to revoke newsstand permit 1180, issued to Mr. William H. Burrows for the operation of a newsstand on the northwest corner of West 16th Street and South Pulaski Road, for non-conformance with the provisions of the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred-- GRANT OF PRIVILEGE TO DU PAGE WATER
COMMISSION FOR WATER SUPPLY CONTRACT.

Also, a proposed ordinance to grant permission and authority to the Du Page Water Commission to construct, install, repair, maintain and operate an underground tunnel and water pipeline on the public way extending westerly from South Central Park Avenue to South Kildare Avenue under West Fillmore Street, et cetera, in accordance with the relative water supply contract, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred-- REMOVAL OF DIVERTER AT INTERSECTION
OF WEST CULLERTON STREET AND SOUTH
LEAVITT STREET.

A proposed order directing the Commissioner of Public Works to remove a diverter in the public way located at the intersection of West Cullerton Street and South Leavitt Street, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO DARIO CHIAPPINI
AND GIULIA CHIAPPINI FOR SPECIFIED I-BEAM.

A proposed ordinance to grant permission and authority to Dario Chiappini and Giulia Chiappini to maintain and use, as now erected, an I-beam over the public way adjacent to 460 North Union Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION
AND MAINTENANCE OF CANOPY AT 7010 WEST
GRAND AVENUE.

A proposed order directing the City Comptroller to issue a permit to Goodwill Industries of Chicago and Cook County, Illinois to construct, maintain and use a canopy attached to the building or structure at 7010 West Grand Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN LAURINO (39th Ward):

BUILDING AT 3946 WEST MONTROSE AVENUE DECLARED
PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 3946 West Montrose Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The building located at 3946 West Montrose Avenue, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Laurino, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
4136 NORTH CALIFORNIA AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 4136 North California Avenue, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN O'CONNOR (40th Ward),
ALDERMAN LAURINO (39th Ward)
And ALDERMAN STONE (50th Ward):**

CONGRATULATIONS EXTENDED TO THE SOLOMON SCHECHTER
DAY SCHOOLS ON THEIR 25TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Solomon Schechter Day Schools, sponsored by the United Synagogues of America, have enriched the educational environment of the Chicago metropolitan area by offering to Jewish children in our area an integrated program of Jewish and secular education; and

WHEREAS, The Solomon Schechter Day Schools are celebrating their silver anniversary, completing 25 years of educational services and leadership in our community; and

WHEREAS, Dr. Alfred Soffer has been active in both secular and religious leadership in the Chicago area for many years, including having served as first President of the Solomon Schechter Schools and a member of its Board of Directors and its Board of Trustees, Executive Director of the American College of Chest Physicians and Editor-in-Chief of Chest, a journal for Cardiologists and Chest Surgeons; and

WHEREAS, Charlotte Glass has served the Solomon Schechter Day Schools for many years on its professional staff, as a teacher in the Schools' first years and thereafter as Curriculum Coordinator and now as Educational Director of the Skokie Solomon Schechter Day School, and was involved in the establishment, development and growth of the Solomon Schechter Day Schools as an outstanding part of the Chicago area educational system; and

WHEREAS, The Board of Trustees of the Solomon Schechter Day Schools has chosen Dr. Alfred Soffer to receive the Abraham Joshua Heschel Award for outstanding service to the Schools and the community, and has chosen Charlotte Glass to receive the Harry Kessler Award for excellence in Jewish Education at the Schools' annual scholarship dinner on November 28, 1987; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago express their admiration for the Solomon Schechter Day Schools on the 25th anniversary of that school system and for Dr. Alfred Soffer and Charlotte Glass on their being honored, and join in wishing the Solomon Schechter Day Schools continued growth and success for many years.

Alderman O'Connor moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
6531 WEST DEVON AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 6531 West Devon Avenue, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 6000 WEST TOUHY AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to M-K Signs for the erection of a sign/signboard at 6000 West Touhy Avenue for general advertising purposes, which was *Referred to the Committee on Zoning*.

Referred -- CITY COUNCIL REQUESTED TO SUPPORT APPLICATION
OF "ONE PERSON, ONE VOTE" PRINCIPLE TO EMPLOYEE
STOCK OWNERSHIP PLANS AND UNITED STATES
CONGRESS URGED TO ENACT LEGISLATION
REQUIRING SUCH PLANS BE APPROVED
BY MAJORITY OF EMPLOYEES.

Also, a proposed resolution requesting the City Council to support the application of the principle of "One Person, One Vote" to employee stock ownership plans and further urging the United States Congress to enact legislation requiring such plans to be approved by a majority vote of all employees prior to becoming effective, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION,
MAINTENANCE AND USE OF CANOPY LOCATED
AT 110 EAST DELAWARE PLACE.

A proposed order directing the City Comptroller to issue a permit to the 110 East Delaware Place Corporation for the construction, maintenance and use of a canopy attached to the building or structure located at 110 East Delaware Place, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

CONGRATULATIONS EXTENDED TO MRS. LOUISE SULZBERGER
EISENDRATH ON HER 95TH BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, On November 21, 1987 Louise Sulzberger Eisendrath will have attained ninety-five years of age; and

WHEREAS, Mrs. Eisendrath has been a citizen of Chicago all her life; and

WHEREAS, She attended the University of Chicago in the class of 1914; and

WHEREAS, As one of the city's earliest social workers, she fought to enact this nation's first child labor laws; and

WHEREAS, She served as Chairman of the Chicago Area Home Service Unit of the Red Cross during World War II; and

WHEREAS, She has served on the Illinois Commission on Children and Youth, and addressed the White House Conference on Children; and

WHEREAS, She has been an inspiration to her large family--including one member of this City Council--and to countless others throughout her life; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, recognizing her contributions to our city, do hereby congratulate Mrs. Eisendrath on her ninety-fifth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Eisendrath.

Alderman Eisendrath moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Eisendrath, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- APPROVAL OF PLAT OF DENIS MC KENNA
ADDITION TO CHICAGO ON PORTION OF
SPECIFIED PUBLIC WAY.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of Denis McKenna Addition to Chicago located at the northwest corner of North Larrabee Street and West North Avenue, along with surrounding area, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MR. DOMINIC P. CANNON.

A proposed resolution reading as follows:

WHEREAS, God in his Infinite Wisdom has called to his Eternal Reward Dominic P. Cannon, a native of Chicago and one of this City's most illustrious businessmen; and

WHEREAS, Long active in real estate and building circles in the Chicago area, Dominic P. Cannon was vice-chairman of Horizon Federal Savings Bank at the time of his untimely death. He had been president of the Lincoln Square Savings and Loan Association, Chairman of the Savings and Loan Network, a member of the Illinois State Bar Association, a director of the Illinois Savings and Loan League, the Home Builders Association of Chicago, the Chicago Area Council of Savings and Loans and Build, Inc.; and

WHEREAS, Dominic P. Cannon held a law degree from DePaul University as well as a Master of Business Administration from the University of Chicago; and

WHEREAS, Dominic P. Cannon and his wife, Patricia, brought four sons and three daughters into the world. He leaves them, four grandchildren and many devoted friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 10th day of November, 1987, A.D., do hereby express our sincere regret on the passing of Dominic P. Cannon and extend to his widow, Patricia Cannon, and his fine family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Dominic P. Cannon.

Alderman Schulter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Schulter, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 28,
SECTION 28-14 BY REQUIRING TAXICAB LICENSE
SUSPENSION WHEN VEHICLE HAS TEN OR
MORE OUTSTANDING PARKING
VIOLATIONS.

Also, a proposed ordinance to amend Chapter 28, Section 28-14 of the Municipal Code of Chicago by requiring the suspension of a taxicab license whenever a public passenger vehicle has ten or more outstanding parking violations and said traffic fines are not paid, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED MAYOR ALBERT J. SMITH FOR
HIS MANY YEARS OF GOVERNMENT SERVICE TO
VILLAGE OF SKOKIE, ILLINOIS.

A proposed resolution reading as follows:

WHEREAS, Albert J. Smith, has served the Village of Skokie as its Mayor since 1965 in the best tradition of public service and a testimonial dinner will honor him on the 19th of November, 1987, at Navy Pier, in Chicago; and

WHEREAS, Al Smith is retiring from that post; and

WHEREAS, Al Smith has distinguished himself and his community as an unparalleled leader of a municipality; and

WHEREAS, The Mayor of Skokie became a leading figure in a real life drama played out on the streets of his village and stood tall in the performance of his duty and earned the respect not only of his constituents but of all freedom loving people throughout the entire country, that this exciting episode was dramatized in a play for television called, "Skokie"; and

WHEREAS, Mayor Smith has always stood tall in every worthwhile endeavor, be it religious, humanitarian, philanthropic and in his chosen profession; and

WHEREAS, Mayor Smith has received awards from a broad spectrum of groups in every denomination, race and governmental entities; and

WHEREAS, Mayor Smith by choice seeks to lift the burden of office and spend more time with his wife, Angie, two children and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 10th day of November, 1987, do hereby pay tribute to the leader of our neighboring municipality, the Village of Skokie, and do hereby honor and extend our best wishes to Mayor Albert J. Smith on the occasion of his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Honorable Mayor Albert J. Smith.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levár, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMIT:

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University--for electrical installations on the premises known as 5500 North St. Louis Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

South Chicago Community Hospital, 2320 East 93rd Street.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 3831 North Mozart Street.

Grace Convalescent Home, 2800 West Grace Street.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

Resurrection Hospital, 7435 West Talcott Avenue.

BY ALDERMAN ORR (49th Ward):

Wisdom Bridge Theatre, 1559 West Howard Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN CALDWELL (8th Ward):

Jackson Park Hospital and Medical Center, 7531 South Stony Island Avenue--annual sign inspection fees.

BY ALDERMAN KELLAM (18th Ward):

Ford City Sertoma, 4343 West 83rd Street--building inspection fee.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1417 South California Boulevard--annual fuel burning equipment inspection fee.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 3831 North Mozart Street--annual boiler inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN SAWYER (6th Ward):

Wesley United Methodist Church, 201 East 95th Street.

BY ALDERMAN MADRZYK (13th Ward):

Saint Mary Star of the Sea Church, 6435 South Kilbourn Avenue.

BY ALDERMAN GILES (37th Ward):

Northwest Institute, 4040 West Division Street.

BY ALDERMAN STONE (50th Ward):

Congregation Chevro Kad Had, 2040 West Devon Avenue.

WAIVER OF FEE:

BY ALDERMAN RUSH (2nd Ward):

Meds Housing for the Elderly, 60 East 36th Place--for "No Parking Anytime" signs to be installed.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (November 4, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 4, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 6032--by inserting the following language immediately below the twelfth line from the top of the page:

Alderman T. Evans then requested that the clerk read the notice of public hearing for the proposed budget for 1988 and the notice of public hearing required by the Truth In Taxation Act for the proposed levy for the year 1988. Thereupon, the clerk read both notices into the record, as follows:

Official Notice Of Public Hearing On Budget
Document For Year 1988

Public Notice Is Hereby Given that at the meeting of the City Council of the City of Chicago held on October 15, 1987, the City Clerk submitted to the City Council of the City of Chicago the Executive Budget of the City of Chicago for the fiscal year beginning January 1, 1988, and ending December 31, 1988, which had been received in his office from Harold Washington, Mayor, on October 15, 1987.

The Budget Document is in pamphlet form and is now conveniently available to public inspection at the Office of the City Clerk.

Public Notice Is Hereby Further Given That a public hearing will be held by the City Council on said Budget Document at 11:00 A.M. on Wednesday, November 4, 1987, in the Council Chamber, Second Floor, City Hall, Chicago, Illinois.

By order of the City Council of the City of Chicago, passed on October 15, 1987.
Dated at Chicago, Illinois, this 28th day of October, 1987.

WALTER S. KOZUBOWSKI,
City Clerk.

Notice Of Public Hearing On Proposed
Levy For The City Of Chicago

The legal name of the taxing district is the "City of Chicago." The amount of property taxes on behalf of the City of Chicago levied for its fiscal year 1987 and which are estimated to be extended upon that levy is \$512,344,820.

The amount of the levy for fiscal year 1988 (to be extended in calendar year 1989) is proposed to be \$596,000,000. The percentage increase of the total proposed levy of taxes for the City of Chicago for its fiscal year 1988 over the amount of taxes which are estimated to be extended upon the levy for its fiscal year 1987 is approximately 16.3%.

The date, time and place of the proposed hearing concerning the proposed levy is November 4, 1987 at 11:00 A.M. in the City Council Chamber of City Hall, 121 North LaSalle Street, Chicago, Illinois. The hearing is open to the public.

This notice shall serve as a notice of intent on the part of the City of Chicago to cause a levy in amount stated above to be adopted by the City Council of the City of Chicago for various corporate purposes. Any person desiring to be heard shall have an opportunity to present testimony at the public hearing.

Dated October 28, 1987

WALTER S. KOZUBOWSKI,
City Clerk of Chicago

Alderman T. Evans next moved to permit Ms. Sharon Gist Gilliam, Budget Director for the City of Chicago, to address the body from the clerk's rostrum in order to deliver a statement of purpose for the proposed increase in the tax levy for 1988.

The motion *Prevailed* and Ms. Sharon Gist Gilliam thereupon delivered a statement of purpose for the proposed increase in the 1988 tax levy as required by the Illinois Revised Statutes.

Page 6032--by deleting the fifteenth line from the top of the page.

The motion to correct *Prevailed*.

Thereupon, Alderman T. Evans moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES,
STREET FAIRS, STREET CLOSINGS AND
MISCELLANEOUS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, November 10, 1987.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration 7 orders (which were referred on October 1, 1987 and October 28, 1987 and 9 orders which were referred on October 15, 1987 from the Committee on Traffic Control and Safety) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of street carnivals, street fairs, sidewalk sales and street closing for specific purposes, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, each of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

SIDEWALK SALES.

Mr. Art Gartzman.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Art Gartzman, 2062--2064 North Milwaukee Avenue, for the conduct of a sidewalk sale at 2062--2064 North Milwaukee Avenue, October 22, 23, 24, 29, 30 and 31, 1987, 9:00 A.M. to 9:00 P.M.; November 1, 1987, 9:00 A.M. to 9:00 P.M.

Mr. Bernard Turner.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Bernard Turner, 4849 North Broadway, for the conduct of a sidewalk sale for the period of October 30, 1987 through October 31, 1987, during the hours of 9:00 A.M. to 6:00 P.M., at 4849 North Broadway.

STREET CLOSINGS.

Muscular Dystrophy Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Muscular Dystrophy Association, Terry Frederiksen, District Director, 15 Spinning Wheel Road, Suite 322 Hinsdale, Illinois, to close to traffic South Financial Place, between West Congress Parkway and West Van Buren Street, from 6:00 P.M. on October 31, 1987 to 2:00 A.M. on November 1, 1987, for the conduct of a halloween party in conjunction with a fundraiser for the M.D.A., sponsored by Alcocks Inn, WCKG Radio and Augsberger Beer, to be held at Alcocks Inn, 411 South Wells Street (beer will be sold outside).

American Telephone And Telegraph Company.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to A. T. & T., 11 South LaSalle Street, to close to traffic West Randolph Street, north lane, between North Clark and North LaSalle Streets on Thursday, October 1, 1987, during the hours of 11:00 A.M. and 1:00 P.M. for an event entitled "A. T. & T. Salutes The Chicago Theatres".

University Village Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the University Village Association, 925 South Loomis Street, to close to traffic West Polk Street, between South Ashland Avenue and South Loomis Street, from 6:00 P.M. on Saturday, September 19 to 7:00 P.M. on Sunday, September 20, 1987, for the conduct of the Fourth Annual Italian Village Fair.

Mayor's Office Of Special Events.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events to close to traffic East Jackson Boulevard, between South Columbus Drive and South Lake Shore Drive, from 7:00 P.M. on Monday, August 31 to Monday (after 7:00 P.M.) September 7, 1987 (Labor Day); and South Columbus Drive (east side) between East Monroe Street and East Congress Parkway, from 9:30 A.M. on Wednesday, September 2, to Monday, September 7, (before noon) Labor Day.

Ms. Barbara Burchjolla.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Barbara Burchjolla, 100 North LaSalle Street, Suite 2306, to close to traffic North State Street, between Lake Street and Washington Street, and Benton Court, between State Street and Wabash Avenue, on Sunday, September 27, 1987, during the hours of 12:00 noon to 8:00 P.M. for the conduct of an A.I.D.S. benefit sponsored by Marshall Field called "A Show Of Concern: The Heart Of America Responds".

Citi-Circuit Bicycle Challenge.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Citi-Circuit Bicycle Challenge, 11 East Superior Street, to close to traffic for the conduct of Chicagoland's First International Professional Bicycle Race on East Congress Parkway, from South Michigan Avenue to South Columbus Drive; South Columbus Drive, from East Jackson Boulevard to South Roosevelt Drive; East Balbo Street, from South Lake Shore Drive to Michigan Avenue; East Roosevelt Drive, from

South Lake Shore Drive to South Columbus Drive, for the period of September 11, 1987, during the hours of 7:00 A.M. to 6:00 P.M.

*Student/Baum Of University Of Chicago
Student Organization.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to student/Baum of the University of Chicago student organization, 5325 South Hyde Park Boulevard, to close to traffic East 59th Street, from South Woodlawn Avenue to South Kimbark Avenue, for the conduct of a Medieval Renaissance Exposition, October 24, 1987, 8:00 A.M. to 6:00 P.M.

Museum Of Science And Industry.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Museum of Science and Industry, 57th Street and Lake Shore Drive to close to traffic, South Lake Shore Drive, from East 57th Drive to East Marquette Drive; East Hayes Drive, from South Richards Drive to South Lake Shore Drive, for the conduct of the Omnimax Theater Opening, October 9, 1987, 10:00 A.M. to 11:30 A.M., or October 10, 1987, 10:00 A.M. to 11:30 A.M., and October 12, 1987, 10:00 A.M. to 11:30 A.M. Alternate dates: October 13, 1987 through October 16, 1987, 10:00 A.M. to 11:30 A.M.

Mexican Fine Arts Center Museum.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mexican Fine Arts Center Museum, 1852 West 19th Street, to close to traffic West 19th Street, between South Wood Street and South Wolcott Avenue, from 6:00 A.M. on Saturday, September 12 to 12:00 noon on Sunday, September 13, 1987, to celebrate the opening of a new art exhibition--prints of the Mexican Masters.

Mr. Marvin Garcia.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Marvin Garcia, 1671 North Claremont Avenue, to close to traffic West North Avenue between North Claremont Avenue and North Kedzie Avenue, North Kedzie Avenue between West North Avenue and West Division Street, and Munoz Drive between North Mozart Street and West North Avenue, for the conduct of a 10 kilometer run on September 5, 1987, during the hours of 8:00 A.M. and 12:00 noon.

Ms. Kim Soren Larsen/Kim Soren Larsen Photography.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kim Soren Larsen/Kim Soren Larsen Photography, 114 West Kinzie Street, to close to traffic the south half of the roadway in front of 121 West Kinzie Street (including the parking lot) on November 6, 1987, during the hours of 5:00 P.M. and 10:00 P.M. for the conduct of an art exhibition and in conjunction with a reception to be held in the Booth Cold Storage Building.

Mr. Pete Kozura/America's Marathon Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Pete Kozura/America's Marathon Chicago, 223 West Erie Street, to close to traffic North Cannon Drive, between West Fullerton Avenue and North Lake Shore Drive, and North Lake Shore Drive, between North Cannon Drive and the driveway entrance to the harbor parking lot, on Sunday, October 25, 1987, during the hours of 6:00 A.M. and 2:00 P.M., for the conduct of the Columbian Select Half Marathon.

MISCELLANEOUS.

Ms. Susan O'Dea.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Susan O'Dea, 734 West 43rd Street, to conduct a "Walk/Run for the Ville" on October 11, 1987, beginning 9:00 A.M. along the attached route.

Bridgeport Catholic Academy.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Bridgeport Catholic Academy, 1032 West 32nd Place, to conduct a parade on October 10, 1987 beginning at 6:00 P.M. along the attached route.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
OCTOBER 15, 1987 CORRECTED.

Alderman Krystyniak moved to *Correct* the printed Official Journal of the regular meeting held on Thursday, October 15, 1987, as follows:

Page 5248--by deleting the words "west--at all times" appearing on the thirteenth line from the top of the page and inserting in lieu thereof "east--Zone 4".

The motion to correct *Prevailed*.

PRESENCE OF VISITORS NOTED.

At the request of Alderman Davis, Alderman Eugene Sawyer, President Pro Tempore, called the Council's attention to the presence of the following visitors:

Mr. Angui Awada, Assistant Director of Cooperation, Ministry of Foreign Affairs, from Chad;

Mr. Amadou Alioune Sarr, Head of Division of Bilateral Economic and Cultural Cooperation, Ministry of Foreign Affairs, from Mali;

Mr. Moustapha Hassane Diallo, Chief of Consular Division, Ministry of Foreign Affairs, from Niger; and

Mr. Jean-Pierre Ossey, Department Director for Africa, Foreign Affairs Ministry, from People's Republic of the Congo.

CONGRATULATIONS EXTENDED TO ALDERMAN NATARUS
ON HIS BIRTHDAY.

At this point in the proceedings, Alderman Jones noted that November 7th had been Alderman Natarus' birthday. The alderman was warmly applauded by all present.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman T. Evans presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday, the tenth (10th) day of November, 1987, at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday, the eighteenth (18th) day of November, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 18, 1987, at 10:00 A.M. in the Council Chamber of City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.