City of Chicago

R2017-827

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/11/2017
Sponsor(s):	Solis (25)
Type:	Resolution
Title:	Support of Class 6(b) tax incentive for property at 2555 S Leavitt St
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

RESOLUTION
CLASS 6(B) REAL ESTATE TAX INCENTIVE
FOR THE BENEFIT OF
KEHOE DESIGNS, INC., AN ILLINOIS CORPORATION, AND
REAL ESTATE LOCATED GENERALLY AT
2555 SOUTH LEAVITT STREET IN CHICAGO, ILLINOIS
PURSUANT TO COOK COUNTY, ILLINOIS
TAX INCENTIVE ORDINANCE, CLASSIFICATION SYSTEM FOR ASSESSMENT

WHEREAS, the Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes; and

WHEREAS, the City of Chicago (the "City"), consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Kehoe Designs, Inc. an Illinois corporation (the "Applicant"), is the tenant pursuant to a lease, with a purchase option, between it and Mack Packaging Group, Inc. an Illinois corporation, the owner of certain real estate located generally at 2555 South Leavitt Street, Chicago, Illinois 60608, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, the Applicant has substantially rehabilitated an approximately 184,000 square foot industrial facility located on the Subject Property; and

WHEREAS, the Applicant has leased the Subject Property from an owner that has no financial interest in the Applicant; and

WHEREAS, at the time of leasing, the Subject Property had been vacant and unused for greater than twenty-four continuous months; and

WHEREAS, the Department of Planning and Development of the City ("DPD") has determined that based on the length of vacancy, that no purchase for value has occurred at this site and the Applicant's considerable financial investment in transforming the Subject Property into an event design and décor company constitutes special circumstances for the purpose of the tax incentive (the "Special Circumstances"); and

WHEREAS, in light of the Special Circumstances, DPD has determined that the Subject Property is "abandoned" for the purpose of Class 6(b) classification; and

WHEREAS, the redevelopment objective of the City in connection with the Subject Property is to support the City's goal of encouraging retention of the Applicant's operations within the City, creating new jobs and attracting investment; and

WHEREAS, it is intended that the Applicant will use the Subject Property for manufacturing of design elements, product preparation, and warehousing and office space; and

WHEREAS, the Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, the Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)), (ii) the City of Chicago Enterprise Zone No. 1 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1 et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended) ,and (iii) the Pilsen Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Enterprise Zones and Redevelopment Project Area are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, it is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, the County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating, among other things, that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, the intended use of the Subject Property will provide significant present and future employment, now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City determines that the Special Circumstances justify finding that the Subject Property is deemed "abandoned" for the purpose of the Class 6(b) classification.

SECTION 3. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. That the Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Assessor, and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. That this resolution shall be effective immediately upon its passage and approval.

Honorable Daniel S. Solis
Alderman, 25th Ward

EXHIBIT A
LEGAL DESCRIPTION FOR INCENTIVE AREA

THAT PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF BLOCK 7 OF REAPER'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CHICAGO, BURLINGTON AND QUNICY RAILROAD RIGHT-OF-WAY AND THE WEST LINE OF SOUTH HOYNE AVENUE, AS DEDICATED: THENCE SOUTH 1°30'26" EAST, ALONG SAID WEST LINE 1132.89 FEET; THENCE SOUTH 68°25'24" WEST 18.67 FEET TO THE EAST LINE OF RAILROAD RIGHT-OF-WAY; THENCE NORTH 1°30'26" WEST, ALONG SAID EAST LINE, 24.10 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE NORTHEAST LINE OF SAID RAILROAD RIGHT-OF-WAY BEING A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 407.85 FEET AND A 511.76 FOOT CHORD BEARING NORTH 40°21'52" WEST, AN ARC DISTANCE OF 553.20 FEET TO A LINE THAT IS 260.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH LEAVITT STREET, AS DEDICATED: THENCE NORTH 1°32'52" WEST, ALONG SAID PARALLEL LINE, 14.32 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST LINE OF SAID RAILROAD RIGHT-OF-WAY, BEING A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 421.85 FEET AND A 87.91 FOOT CHORD BEARING NORTH 85°37'05"WEST, AN ARC DISTANCE OF 88.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°24'03" WEST, ALONG THE NORTH LINE OF SAID RAILROAD RIGHT-OF-WAY, 172.56 FEET TO AFORESAID EAST LINE OF SOUTH LEAVITT STREET; THENCE NORTH 1°32'52" WEST, ALONG SAID EAST LINE, 395.05 FEET TO AFORESAID SOUTHERLY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY; THENCE NORTH 62°31'42 EAST, ALONG SAID SOUTHERLY LINE, 687.39 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY AND THE WEST LINE OF SOUTH HOYNE AVENUE, AS DEDICATED: THENCE SOUTH 1°30'26" EAST, ALONG SAID WEST LINE 470.00 FEET; THENCE SOUTH 88°21'09" WEST 6.81 FEET TO A POINT OF BEGINNING THENCE CONTINUING SOUTH 88°21'09" WEST 208.36 FEET; THENCE NORTH 1°37'59" WEST 221.23 FEET; THENCE NORTH 62°23'11" EAST 125.61 FEET; THENCE NORTH 27°16'49" WEST 0.62 FEET; THENCE NORTH 62°31'13" EAST 31.28 FEET; THENCE SOUTH 27°36'22" EAST 17.54 FEET; THENCE SOUTH 62°23'38" WEST 0.64 FEET; THENCE NORTH 88°41'19" EAST 59.76 FEET; THENCE SOUTH 1°35'46" EAST 127.56 FEET; THENCE NORTH 88°24'14": EAST 0.69 FEET; THENCE SOUTH 1°40'09" EAST 146.46 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PIN: 17-30-300-064-0000

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Kehoe Designs, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

2. [ ] a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

_____

B. Business address of the Disclosing Party: 2555 S. Leavitt St.
Chicago, IL 60608

C. Telephone: (312) 421-0030 Fax: (312) 421-0060 Email: tom@kehoedesigns.com

D. Name of contact person: Thomas Kehoe

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

6b tax incentive application - 2555 S. Leavitt

G. Which City agency or department is requesting this EDS? Dept. of Planning & Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [X] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Thomas Kehoe	President

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Thomas Kehoe	2555 S. Leavittt St., Chicago, IL 60608	100%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [X] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.
Liston & Tsantilis, P.C.	33. N. LaSalle St, Suite 2800, Chicago, IL 60602	Attorney	$7000 (Retained, Estimated Fee)

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.
NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[ ] is [X] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

CERTIFICATION

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

Kehoe Designs, Inc.
(Print or type exact legal name of Disclosing Party)

By: Thomas Kehoe
(Sign here)

Thomas Kehoe
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) Sept 20, 2017,

at Cook County, Illinois (state).

Nancy M. McGowan
Notary Public

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/19

Commission expires: 3-23-19

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[ ] Yes [X] No

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

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

[ ] Yes [X] No

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

[ ] Yes [ ] No [X] The Applicant is not publicly traded on any exchange.

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

CITY OF CHICAGO
AFFIDAVIT FOR COOK COUNTY CLASS 6b TAX INCENTIVE

On behalf of Kehoe Designs, Inc. (the "Applicant"), I hereby certify, represent and warrant the following to the City of Chicago:

1 Attached as Exhibit 1 hereto and hereby incorporated herein is a true and correct list of all real estate owned in Cook County, Illinois by the Applicant, including all permanent index numbers associated with such real estate.

2 Attached as Exhibit 2 hereto and hereby incorporated herein is a true and correct Disclosure of the Ownership Interests of the Applicant as set forth in Cook County's Code of Ethical Conduct (Cook County, Ill., Code, Ch. 2, Art. VII, Div. 2, Subdiv. VI, Section 2-610).

3 The Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

4 Attached as Exhibit 3 hereto and hereby incorporated herein is a true and correct Cook County Incentives Class Living Wage Ordinance Affidavit ("Living Wage Affidavit") for the Applicant. The Applicant hereby represents and warrants that it shall provide a Living Wage Affidavit to the City for any lessees of the Subject Property (as hereinafter defined) who enter into a lease for the Subject Property on or after July 1, 2020.

5 The Applicant is in compliance with all applicable laws, as required by the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance").

Under penalty of perjury, I hereby certify, represent and warrant that I have the knowledge and the authority to provide this Affidavit to the City of Chicago on behalf of the Applicant. This Affidavit shall be deemed to be the Applicant's Economic Disclosure Statement, as defined in the Classification Ordinance. The Applicant hereby submits this Affidavit to the City of Chicago for purposes of complying with the provisions of the Classification Ordinance.

I hereby acknowledge that the City of Chicago has not, and will not independently verify the certifications, representations and warranties contained herein. I further acknowledge that the City of Chicago is entitled to and is in fact relying upon the certifications, representations and warranties contained herein in connection with its support and consent for the Class 6b application of the Applicant to the Office of the Assessor of Cook County, Illinois pursuant to the Classification Ordinance in connection with property located at 2555 S. Leavitt Ave., Chicago, IL 60608 in Chicago, Illinois (the "Subject Property").

I understand and acknowledge that if the certifications, representations or warranties contained herein are untrue in any respect, the support and consent of the City of Chicago for the Class 6b classification of the Subject Property may be revoked, and other penalties at law or in equity may apply.

APPLICANT:

Name of Company: Kehoe Designs, Inc.

By: Thomas Kehoe

Print Name of Signatory:
Thomas Kehoe

Print Title of Signatory:
President

Signed and sworn before me on
SEPTEMBER 29, 2017 (Date) at
COOK (County)
ILLINOIS (State)
Nancy M. McGowan (Notary Public)
My Commission expires on
3-23-19.

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/23/19

EXHIBIT 1

See attached list of all real estate owned in Cook County, Illinois by the Applicant, including all permanent index numbers associated with such real estate.

Applicant owns no property in Cook County.

EXHIBIT 2

See attached Cook County Disclosure of Ownership Interests of the Applicant.

CONTRACT #:

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

CONTRACT #:

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

CONTRACT #:

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

CONTRACT #:

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. **DELINQUENCY IN PAYMENT OF TAXES**

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E. **HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. **ILLINOIS HUMAN RIGHTS ACT**

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. **INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. **CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. **GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. **LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4; I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

CONTRACT #:

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NA	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☑ No: ☐

b) If yes, list business addresses within Cook County:

2555 S. Leavitt Street, Chicago, IL 60608

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☑ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

CONTRACT #:

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

NA

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CONTRACT #:

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"*Applicant*" means any person or business entity, **Including all Substantial Owners**, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"*County Privilege*" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of $10,000.00.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five\ percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

Contract #: County Department:

Business Entity Information (INCLUDES CORPORATE APPLICANT AND CORPORATE SUBSTANTIAL OWNERS):

Business Entity Name: Kehoe Designs, Inc.

Street Address: 2555 S. Leavitt Street City: Chicago

State: IL Zip: 60608 Phone #: 312 421 0030

Individual Applicant and Individual Substantial Owner Information (If Applicable):

Last name: Kehoe First Name: Thomas MI:

SS# (Last Four Digits): 5760 Date of Birth: 10/27/1967

Street Address: 310 W. Willow St.

City: Chicago State: IL Zip: 60614

Home Phone: (312) 312 - Driver's License Nc

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", or "C").

- [x] A. The Applicant has no judicially or administratively ordered child support obligations.
- [ ] B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- [ ] C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Name: Thomas Kehoe

Signature Thomas Kehoe Date. 10-2-17

Subscribed and sworn to before me this 2 day of OCTOBER, 20 17

X Nancy M. McGowan
Notary Public Signature

Notary Seal

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES 03/23/19

Note: The above information is subject to verification prior to the award of the contract.

EDS-5

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"*County Action*" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"*Person*" "*Entity*" or "*Legal Entity*" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Kehoe Designs, Inc.

D/B/A: _____ FEIN # Only: _____

Street Address: 2555 S. Leavitt St.

City: Chicago State: IL Zip Code: 60608

Phone No.: 312-421-0030 Fax Number: 312-421-0060 Email: tom@kehoedesigns.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

CONTRACT #:

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Thomas Kehoe;	310 W. Willow St., Chicago, IL 60614;	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Thomas Kehoe;	310 W. Willow St., Chicago, IL 60614;	President;	Indefinite

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☑ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Thomas Kehoe
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Thomas Kehoe
Signature

10-2-17
Date

tom@kehoedesigns.com
E-mail address

(312) 421-0030
Phone Number

Subscribed to and sworn before me
this 2 day of October 20 17

My commission expires:

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/23/19

X Nancy M McGowan
Notary Public Signature

Notary Seal

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Kehoe Designs, Inc.

Address of Person Doing Business with the County: 2555 S. Leavitt St., Chicago, IL 60608

Phone number of Person Doing Business with the County: (312) 421-0030

Email address of Person Doing Business with the County: tom@kehoedesigns.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Kehoe Designs, 2555 S. Leavitt St., Chicago, IL 60608

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Class 6b Tax Incentive for 2555 S. Leavitt St., Chicago, IL 60608

The aggregate dollar value of the business you are doing or seeking to do with the County: $_____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Bureau of Economic Development

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Sheryl Stewart Caldwell, (312) 603-1062

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT #:

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

CONTRACT #:

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Thomas Kehoe
Signature of Recipient

10-2-17
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e* in laws and step relations) or adoption.

CONTRACT #:

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***Including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Kehoe Designs, Inc.

Substantial Owner Complete Name: _____

FEIN# _____

Date of Birth: _____ E-mail address: tom@kehoedesigns.com

Street Address: 2555 S. Leavitt St.

City: Chicago State: IL Zip: 60608

Home Phone: (312) 421 - 0030

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

CONTRACT #:

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*

No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*

No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*

No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Thomas Kehoe Date: 10-2-17

Name of Person signing (Print): Thomas Kehoe Title: President

Subscribed and sworn to before me this 2 day of October, 20 17

X Nancy M McGowan
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/19

CONTRACT #:

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Kehoe Designs, Inc.	THOMAS KEHOE Thomas Keh
Corporation's Name	President's Printed Name and Signature
(312) 421-0030	tom@kehoedesigns.com
Telephone	Email
	10-2-17
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this
2 day of OCTOBER 20 17.

My commission expires:

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/19

Nancy M McGowan
Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT #:

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Kehoe Designs, Inc.	THOMAS KEHOE Thomas Kehoe
Corporation's Name	President's Printed Name and Signature
(312) 421-0030	tom@kehoedesigns.com
Telephone	Email
	10-2-17
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature	Date
Telephone	Email

Subscribed and sworn to before me this
2 day of OCTOBER 20 17

My commission expires:

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/03/19

Nancy M. McGowan
Notary Public Signature

Notary Seal

CONTRACT #:

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Kehoe Designs, Inc.	THOMAS KEHOE Thomas Kehoe
Corporation's Name	President's Printed Name and Signature
(312) 421-0030	tom@kehoedesigns.com
Telephone	Email
	10-2-17
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature	Date
Telephone	Email

Subscribed and sworn to before me this
2 day of October, 20__.

My commission expires

OFFICIAL SEAL
NANCY M MCGOWAN
STATE OF ILLINOIS

Nancy M. McGowan
Notary Public Signature

Notary Seal

OFFICIAL SEAL
NANCY M MCGOWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/19

EXHIBIT A

(Please type or Print)

PIN(s)	Common Address
17-30-300-064-0000	2555 S. Leavitt St., Chicago, IL 60608

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made on January 13, 2014, by and between Mack Packaging Group, Inc., an Illinois corporation ("Landlord") and Kehoe Designs, Inc., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property (the "Real Property") commonly known as 2555 South Leavitt Street, Chicago, Illinois and having approximately 234,500 square feet of office and warehouse space (the "Building"), upon which there have been constructed certain improvements (the "Improvements"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Real Property, Building and Improvements (sometimes referred to as the "Demised Premises").

NOW THEREFORE, for Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Demised Premises, upon and subject to the terms, covenants, conditions, provisions and agreements set forth in this Lease.

2. Landlord's Office. Tenant shall have the exclusive use of the Demised Premises, parking areas and garage areas. However, Tenant shall make available for the exclusive use of Landlord and its employees, one suitable office within the Demised Premises as delineated in the floor plan attached hereto as Exhibit A ("Landlord's New Office"). Landlord shall, prior to the Commencement Date, remove any or all of the furniture, including but not limited to desks, bookshelves, couches, chairs and tables, and any other equipment, possessions or personal property, whether attached or freestanding, from Landlord's existing offices to Landlord's New Office or remove such from the Demised Premises, as Landlord may desire.

3. Condition of Demised Premises. Tenant's acceptance of the Demised Premises or any portion thereof shall be conclusive evidence that the portion of the Demised Premises taken possession of was then in good order and satisfactory condition. No promises of Landlord to alter, remodel, improve, repair, decorate or clean the Demised Premises or any part thereof have been made, and no representation respecting the condition of the Demised Premises or the Real Property and Improvements have been made to Tenant by or on behalf of Landlord except to the extent expressly set forth herein. Landlord shall, following execution of this Lease and prior to the "Commencement Date" (defined hereinbelow), (i) carpet and paint, as needed, the office area, along with any conference rooms and connecting hallways (except that Landlord shall not carpet any area not already carpeted) and shall not remove or paint over any existing wallpaper, (ii) replace

damaged or stained ceiling tiles in the office area, (iii) clean the terrazzo floors and stairs, (iv) deliver the Demised Premises with the roof, plumbing, electrical, mechanical and sprinkler systems, dock doors, dock systems, sewer drains, roof drains, HVAC systems, light bulbs and landscaping around the parking lot and front door in good working order, (v) replace the lighting in the warehouse area, (vi) remove old tenant signs and (vii) repair all existing roof leaks.

4. Term. The term (the "Term") of the Lease shall be for ten (10) years and nine (9) months commencing on January 13, 2014, (the "Commencement Date") and terminating on October 13, 2024, subject to extension as provided hereinbelow. Landlord shall tender possession of the Demised Premises to Tenant on the Commencement Date.

5. Extension Option. Tenant shall have two (2) consecutive options (each an "Option") to extend the Term for an additional period of five (5) years (each an "Extension Period") upon all terms and conditions of the Lease, except that Tenant shall have no further right to extend the Term after the second Extension Period. Tenant may only exercise the second Option if Tenant exercised the first Option.

   Each Option may be exercised only by Tenant giving Landlord irrevocable and unconditional written notice thereof no later than eight (8) months before the expiration of the Term or Extension Period, as applicable, and provided Tenant is not in "Default" (defined hereinbelow) under the Lease at the date of said notice.

   If Tenant shall fail to timely exercise an Option in accordance with the terms hereof, the Option, and the second Option, if applicable, shall terminate and be null and void. If the Lease or Tenant's right to possession of the Demised Premises shall terminate in any manner whatsoever before Tenant shall exercise an Option, or before the commencement of the Extension Period, then immediately upon such termination, the Option and the second Option, if applicable, shall simultaneously terminate and become null and void. If the term of the Lease shall terminate for any reason prior to the expiration of the initial Term, then the first and second Options shall become null and void, whether or not the first Option has been previously exercised.

   Without limitation, all provisions contained in the Lease for annual or other adjustment to charges shall remain in full force and effect during each Extension Period.

6. Rent. All amounts due from Tenant to Landlord hereunder shall constitute "Rent," including but not limited to the following:

   a. Base Rent. Tenant shall pay to Landlord, without deduction, offset, notice or demand, as monthly "Base Rent," the sum of four dollars ($4.00) per square foot, and for this purpose the Demised Premises shall be deemed to consist of two hundred thirty-four thousand five hundred (234,500) square feet, in advance, on the 1st day of each month during the Term. Upon termination of this Lease, any unpaid Base Rent shall be immediately due and payable. Notwithstanding the foregoing, (i) Base Rent shall be abated until October 1, 2014, and (ii) Tenant shall pay Base Rent on only one hundred eighty-five thousand (185,000) square

feet from October 1, 2014 through July 15, 2016, and thereafter Base Rent shall be due and payable on the full square footage of the building. On each of the first (1st), second (2nd) and third (3rd) anniversaries of the Commencement Date, Base Rent shall be increased by two percent (2%). On each of the fourth (4th), fifth (5th) and sixth (6th) anniversaries of the Commencement Date, Base Rent shall be increased by two and one-half percent (2.5%). On the seventh (7th) anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Term, Base Rent shall be increased by three percent (3%).

b. Extension Period Base Rent. The Base Rent for the first year of each applicable Extension Period shall be the lesser of (i) the then current market rent for the Demised Premises, or (ii) one hundred ten percent (110%) of the Base Rent for the year immediately preceding the first year of the applicable Extension Period. On the each anniversary of the commencement of the applicable Extension Period, the Base Rent shall be increased by three percent (3%).

c. Real Estate Taxes. Tenant shall pay to Landlord as additional Rent all real estate taxes, general and special, ordinary and extraordinary, assessed on the Real Property which are in excess of the real estate taxes assessed on the Real Property and paid by Landlord in 2014.

d. Cook County Class 6b Classification. Landlord and Tenant agree that it is in the best interest of the parties to seek to have the Real Property obtain a Class 6b classification from the Cook County Assessor for real estate reassessment. Landlord hereby agrees to allow Tenant to apply for such Class 6b classification and Tenant may use such attorney as Tenant decides in its sole discretion. Landlord agrees to provide reasonable cooperation to Tenant in the application and obtainment of a Class 6b exemption. All reasonable and verifiable expenses, including attorneys' fees and appraisers' fees, incurred in connection with obtaining any such Class 6b Classification, shall be shared equally between Tenant and Landlord.

e. Common Area Maintenance. Tenant shall, at Tenant's expense, provide for snow removal, landscaping and exterior lighting.

f. Payment. Base Rent and any additional sums due from Tenant to Landlord under this Lease shall be referred to as, and constitute, Rent. Rent for any partial month shall be prorated on the actual number of days elapsed based on the actual number of days in said month. All Rent shall be paid to Landlord at such place as Landlord may designate to Tenant. All Rent shall be paid in lawful money of the United States of America.

g. Security Deposit. Tenant shall deposit with Landlord, not later than the Commencement Date, the sum of Ninety-Two Thousand Five Hundred Dollars and 00/100 ($92,500.00) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant is in Default with

respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of the security deposit for the payment of any Rent and any other sum with respect to which Tenant is in Default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's Default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's Default. If any portion of the security deposit is used or applied, Tenant, within five (5) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Unless otherwise required by law, Landlord or its beneficiaries shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on any security deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or at Landlord's option to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the Term, including applicable Extension Periods and Tenant's vacating of the Demised Premises. Tenant may not apply the security deposit to any Rent due hereunder, including but not limited to the final month's Rent.

h. Tenant Improvement Allowance. Landlord shall provide a Tenant Improvement Allowance ("Improvement Allowance") of Two Hundred Thousand Dollars ($200,000), to be used by Tenant in its discretion for improvements to the Demised Premises. Landlord shall disburse said Improvement Allowance as follows: (i) to Tenant, upon receipt of general contractor statements, signed and sworn by said general contractor, for specific expenditures for improving the Demised Premises, up to the amount of the Improvement Allowance, and (ii) any portion of the Improvement Allowance remaining on September 1, 2014 shall be paid by Landlord to Tenant. Such Improvement Allowance is exclusive of the work to be performed by Landlord pursuant to Section 3 above.

7. Right of First Refusal. If Landlord desires to sell the Real Property prior to the eighth (8^{th}) anniversary of the Commencement Date and receives a written offer ("Offer") from a third party to purchase the Real Property which Landlord desires to accept, then Landlord shall send a copy of such Offer to Tenant and Tenant shall have ten (10) business days from the date Tenant receives such copy of the Offer to elect, by written notice to Landlord, to purchase the Real Property from Landlord, in place of such third party, upon the same terms and conditions as stated in the Offer. If Tenant does not timely exercise such right of first refusal, then Landlord shall have the right to consummate the sale to the third party upon the terms stated in the Offer.

8. Purchase Right. Beginning upon the eighth (8^{th}) anniversary of the Commencement Date and continuing until the expiration of the original Term of the Lease (the "Purchase Right Period"), Tenant shall have the right to purchase the Real Property ("Purchase Right"), exercisable by written notice delivered to Landlord. Tenant's purchase right may be assigned to any of its subsidiaries or affiliates or any other entity in which Thomas Kehoe

is the majority owner. The purchase price ("Purchase Price") for the Real Property shall be determined as follows: the Real Property was appraised in 2013 and 2014 by the parties (each using their own independent appraiser) and the parties have mutually agreed that the Real Property has a market value as of the date of the execution of this Lease of $8,000,000.00 (the "Original Market Value"), and the Original Market Value shall then be increased by the cumulative increase in the "Consumer Price Index for All Urban Consumers, U.S. City Average, All Items" published by the Bureau of Labor Statistics, or any successor index or government agency, from February, 2014 through the date in which the Purchase Right is exercised. If the Purchase Price is below the Original Market Value, then (i) the Purchase Price shall be the Original Market Value, and (ii) if the first Option is exercised, then the Purchase Right Period shall be extended until the second anniversary of the commencement of the first Extension Period. The Purchase Price, once determined, shall be valid for one hundred twenty (120) days ("Sale Consummation Period") and Landlord agrees to reasonably cooperate with Tenant to consummate a sale of the Real Property to Tenant during such period, with the full amount of the Purchase Price due and payable to Landlord at closing in good and immediately available funds. If no sale of the Real Property to Tenant is consummated during such Sale Consummation Period, then Tenant may subsequently re-exercise the Purchase Right and the Purchase Price shall be redetermined in the manner provided hereinabove. Notwithstanding the foregoing, Tenant may not exercise the Purchase Right again for twelve (12) months following the expiration of a Sale Consummation Period.

9. Parking Spaces. Landlord hereby makes available to Tenant, on an exclusive and reserved basis, all of the parking spaces at the Building. In connection therewith, Tenant shall be entitled, at its sole cost and expense, to install signs or other identifying markers to advise third parties that said parking spaces are reserved for Tenant. Notwithstanding the foregoing, Landlord's personnel, agents and visitors may park in parking spaces at the Building for purposes of using or visiting Landlord's New Office, inspecting, maintaining or repairing the Building or for other reasonable purposes, without unreasonable interference to Tenant.

10. Signs. Tenant may, with Landlord's prior written approval which shall not be unreasonably withheld or delayed, affix, display and maintain signage on the Building and/or a monument sign on the Real Property, consistent with Landlord's rules and regulations concerning the size, style and location of allowable signs, and provided Tenant obtains all requisite governmental approvals therefor.

11. Maintenance. Tenant shall maintain on and as part of the Demised Premises all trade fixtures, equipment, furnishings and other items of personal property which are necessary or required to enable it to conduct its business in or from the Demised Premises in a good and businesslike manner. Tenant shall be responsible for all cleaning, housekeeping and garbage removal required in the Demised Premises.

    a. Landlord shall, at Landlord's sole cost and expense, maintain in good order, repair and condition, ordinary wear and tear excepted, all structural components of the building and improvements located on the Demised Premises, including the

bearing parts of the roof and the roofing membrane (not including any damage to the roof caused by Tenant's installation, maintenance, repair or replacement of any heating, cooling, ventilating units or other equipment on the roof), the exterior walls and internal load bearing walls, footings and the foundation of the buildings that are now part of the Demised Premises; provided, however, that Landlord's obligation herein shall not extend to any damage or disrepair caused by Tenant's neglect or fault, which damage or disrepair shall be repaired by Landlord and charged to Tenant as additional Rent.

b. Tenant shall, at Tenant's sole cost and expense, maintain in good order, repair and condition the entire Demised Premises, promptly making all necessary repairs, interior and exterior, structural (except as provided above), and nonstructural, ordinary and extraordinary, foreseen and unforeseen, including, but without limiting the generality of the foregoing, repairs to: the heating, cooling, ventilating, and all other mechanical equipment; the water, sewer, plumbing, and electrical systems; the driveways, parking areas, windows and other glass, lights and all other areas of the Demised Premises. When used in this Section the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Tenant, to the extent possible, shall be of equal quality in workmanship, parts and materials as the original work. Tenant shall make all repairs, alterations, additions or replacements to the Demised Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers relating to the use of the Demised Premises by Tenant; to keep the Demised Premises equipped with all safety appliances required because of Tenant's use; and to procure any licenses and permits required and otherwise comply with the orders and regulations of all governmental authorities relating to the use of the Demised Premises by Tenant. Tenant shall provide to Landlord, at such time or times as Landlord may require, copies of all inspection and service reports, invoices and other records together with any other information Landlord may request relating to the inspection, maintenance, repair and condition of the heating, cooling and ventilating equipment servicing the Demised Premises.

c. At the end of the Term and any applicable Extension Periods, or any sooner termination of the Lease or Tenant's right to possession hereunder (whether as provided in this Lease, by operation of law or otherwise), Tenant shall deliver to Landlord each and every part of the Demised Premises in at least the same order, condition and repair as shall exist on the Commencement Date, ordinary wear and tear excepted.

12. Use of Premises. Tenant shall occupy and use the Demised Premises in a lawful manner, in accordance with the restrictions, conditions and other provisions of all matters of record now or hereafter affecting all or any part of the Demised Premises, and in strict compliance with all applicable governmental laws, rules, regulations and orders. Tenant shall, throughout the Term of this Lease, use and occupy the Demised Premises for warehouse, manufacturing, office and event venue purposes and any other purposes agreed to by Landlord in writing, and for no other use or purpose. Tenant shall not make

or permit to be made any use of the Demised Premises which, directly or indirectly, is dangerous to life, limb or property, or which may invalidate any policy of insurance relating to the Demised Premises or the use thereof. Tenant shall not obstruct or use for storage or for any purpose other than ingress, egress, loading and parking, the driveways, parking areas and other areas adjoining the building located upon and being part of the Demised Premises or the entrances and vestibules of the Demised Premises.

Throughout the Term, Landlord shall have free access to any and all mechanical, electrical, cabling and all other installations and Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with access to or the moving of servicing equipment to or from the enclosures containing such installations. Landlord shall not unreasonably interfere with Tenant's business operations during those periods of access. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical, electrical, cabling and all other installations without Landlord's prior written permission. Except as otherwise provided in this Lease, Tenant shall have access to the Demised Premises twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year.

13. Quiet Enjoyment. So long as Tenant shall observe and perform its covenants and agreements hereunder, Tenant shall, at all times during the Term herein granted, peacefully and quietly have and enjoy possession of the Demised Premises without any encumbrance or hindrance from Landlord, its successors or assigns, or anyone claiming by, through or under Landlord.

14. Electricity. Landlord shall permit Tenant to access electricity provided by an electric utility company serving the area in which the Real Property is located. Tenant shall make no alterations or additions to the electrical equipment or appliances without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed.

15. Damage to Premises.

    a. If the Demised Premises or the Real Property are damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Demised Premises or the Real Property untenantable, then Landlord shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Demised Premises or the Real Property untenantable, Landlord, with reasonable promptness (but not longer than thirty (30) days) after the occurrence of such damage, shall estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall advise Tenant by notice of such estimate. If it is estimated that the amount of time required to substantially complete such repair and restoration will exceed one hundred twenty (120) days from the date such damage occurred, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Demised Premises are

rendered untenantable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that, if it elects to do so, Landlord may also give such notice of termination together with the notice containing said estimate). Unless this Lease is so terminated, Landlord shall proceed with reasonable promptness to repair and restore the Demised Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, except as hereinafter provided, if such repairs and restoration in fact are not completed within the time period estimated by Landlord or within one hundred twenty (120) days. If the Demised Premises are not repaired or restored within six (6) months after the date of such fire or other casualty, then either party may terminate this Lease, effective as of the date of such fire or other casualty, by written notice given to the other party not later than thirty (30) days after the expiration of said six (6) month period, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary set forth herein, (a) Landlord shall have no duty pursuant to this Section to repair or restore any portion of the alterations, additions or improvements owned or made by Tenant in or to the Demised Premises or to expend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration; (b) Tenant shall not have the right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Tenant, its agents, employees or invitees and in such event Tenant, and not Landlord, shall pay all costs of repair and restoration; and (c) if any such damage rendering all or a substantial portion of the Demised Premises or the Real Property untenantable shall occur during the last six (6) months of the Term, Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other within thirty (30) days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such notice.

b. In the event any fire or casualty damage not caused by the act or neglect of Tenant, its agents, employees or invitees, renders the Demised Premises untenantable and if this Lease is not terminated pursuant to Section 15(a) by reason of such damage, then Rent shall abate during the period beginning with the date of such damage and ending with the date Landlord tenders the Demised Premises to Tenant as being ready for occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Demised Premises not ready for occupancy from time to time bears to the entire Demised Premises. In the event of termination of this Lease pursuant to Section 15(a), Rent shall be apportioned on a per diem basis and shall be paid to the date of the fire or casualty.

16. Insurance and Indemnification.

a. Tenant, with respect to its use and occupancy of the Demised Premises, the condition of the Demised Premises and Tenant's property therein, agrees to indemnify, defend and hold harmless Landlord, and its agents, affiliates, servants, employees, managers, members, officers and directors, against every, any and all demand, claim, assertion of liability or action arising or alleged to have arisen out of any act or omission of Tenant, its agents, servants, employees or invitees, or any independent contractors acting under any written or oral contract with Tenant, or in any other way arising out of or related to the use, occupancy or condition of the Demised Premises, or Tenant's property therein, whether such demand, claim, assertion of liability or action be for damages, injury to person or property, made by any person, group or organization, whether employed by either of the parties hereto or otherwise, and agrees to assume legal liability for, indemnify and hold free and harmless Landlord and its agents, affiliates, servants, employees, members, managers, officers and directors, from any and all loss, damages, liability, cost or expenses (including, but not limited to, reasonable attorneys' fees, investigative and discovery expenses and court costs) and all other reasonable sums which Landlord and/or its agents, affiliates, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand, claim, assertion of liability or action arising or alleged to have arisen out of any act or omission of Tenant, its agents, servants, employees or invitees, or any independent contractors acting under any written or oral contract with Tenant, or in any other way arising out of or related to the use, occupancy or condition of the Demised Premises, or Tenant's property therein, whether such claim, demand, assertion of liability or action be for damages, injury to person or property, including the property of Landlord, or death of any person, made by any person, group or organization, whether employed by either of the parties hereto or otherwise.

b. Landlord agrees to indemnify, defend and hold harmless Tenant, and its agents, affiliates, servants, employees, managers, members, officers and directors, against every, any and all demand, claim, assertion of liability or action arising out of any act of Landlord, its agents, servants, employees or invitees, or any independent contractors acting under any written contract with Landlord, or in any other way arising out of or related to the ownership of the Demised Premises, or Landlord's personal property therein, whether such demand, claim, assertion of liability or action be for damages, injury to person or property, made by any person, group or organization, whether employed by either of the parties hereto or otherwise, and agrees to assume legal liability for, indemnify and hold free and harmless Tenant and its agents, affiliates, servants, employees, members, managers, officers and directors, from any and all loss, damages, liability, cost or expenses (including, but not limited to, reasonable attorneys' fees, investigative and discovery expenses and court costs) and all other reasonable sums which Tenant and/or its agents, affiliates, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand, claim, assertion of liability or action arising out of any act of Landlord, its agents, servants,

employees or invitees, or any independent contractors acting under any written contract with Landlord, or in any other way arising out of or related to the ownership of the Demised Premises, or Landlord's personal property therein, whether such claim, demand, assertion of liability or action be for damages, injury to person or property, including the property of Landlord, or death of any person, made by any person, group or organization, whether employed by either of the parties hereto or otherwise.

c. Tenant shall, at all times during the Term, procure and maintain in full force and effect a policy of insurance on and adequate for all of its personal property and trade fixtures, improvements and alterations, and Landlord shall have no obligation to insure such.

d. Tenant shall, at all times during the Term, maintain in force a policy or policies of insurance written by one or more responsible insurance carriers reasonably acceptable to Landlord, and legally qualified to issue such insurance in the State of Illinois, which shall insure against liability for injury to and/or death of and/or damage to property of any person or persons, with policy limits acceptable to Landlord.

e. Tenant shall maintain and keep in force, during the Term, all employee's compensation insurance required under the applicable Workmen's Compensation Act or similar statute.

f. Upon Landlord's written request, Tenant shall promptly deliver to Landlord customary certificates of insurance evidencing the existence of the policies of insurance provided for in this Section or otherwise required by this Lease. Each such certificate shall name Landlord and Landlord's designee as additional insureds and shall provide that the insurance evidenced thereby shall not be canceled, reduced or otherwise materially amended unless thirty (30) days prior written notice of such cancellation or amendment is given to Landlord and Landlord's designee. Upon request by Landlord, Tenant shall deliver or cause to be delivered to Landlord certified copies of all policies of insurance required to be carried by Tenant under this Lease. Landlord shall have the right to approve (such approval not to be unreasonably withheld or delayed) the form and content of all such insurance, as well as the company or companies issuing same. Landlord's designees under insurance required of Tenant under this Lease may include, without limitation, the holder of any note or other evidence of indebtedness given by Landlord in connection with financing now existing or hereafter obtained by Landlord with respect to all or any part of the Real Property, the Demised Premises or Landlord's interest under this Lease.

g. Tenant shall, at Tenant's sole expense, obtain, maintain and keep current and in good standing any and all licenses, certifications, certificates, permits and any and all other permissions required from any governmental or regulatory agency or entity to operate Tenant's business.

h. Tenant shall maintain the following insurance coverages at all times during the Term: (a) property and casualty insurance in commercially reasonable amounts; provided, however, that Tenant shall not be required to insure Landlord's personal property; and (b) commercial general liability and property damage insurance in commercially reasonable amounts.

i. Landlord shall maintain property and casualty insurance on the Building in commercially reasonable amounts.

17. Condemnation.

a. If, during the Term of this Lease, the whole or any portion of the Demised Premises shall be taken by any governmental or municipal authority or other entity having powers of eminent domain, or if the whole or any portion of the Demised Premises is sold to any such authority or other entity by Landlord under threat of the exercise of the power of eminent domain with respect thereto (either of the foregoing hereinafter called a "Taking," which shall be deemed to occur on the date the condemning authority takes possession of the Demised Premises), the effect of any such Taking on this Lease and the rights of Landlord and Tenant with respect thereto shall be as provided for in this Section. Landlord shall have the sole right to defend any Taking and negotiate and settle with the condemning authority. Notwithstanding the preceding sentence, Tenant shall have the right (provided that such right is available to Tenant under the then existing and applicable condemnation law or eminent domain code), but only to the extent that the same shall not reduce Landlord's award, to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any cost or loss incurred by Tenant as a result of such Taking.

b. In the event of any Taking of all (or such a portion of the Demised Premises as materially interferes with the operation of the Tenant's business) of the Demised Premises, then, at the option of either Landlord or Tenant, this Lease shall terminate as of the date of such Taking, but such termination shall not affect rights and obligations which have accrued or are applicable to the period prior thereto. If neither Landlord nor Tenant so terminates this Lease, this Lease shall continue in full force and effect without diminution in accordance with those provisions still applicable (including, without limitation, the obligation to pay Rent).

18. Utility Charges. Tenant shall pay throughout the Term all electricity, natural gas, water, telephone, scavenger, Internet access and other charges specifically applicable to its occupancy and use of the Demised Premises, including all costs of operating and maintaining all equipment therein, and all business licenses and other permit fees required in connection therewith.

19. Covenants Against Liens. Tenant covenants and agrees that it shall not, during the Term of this Lease, suffer or permit any lien to be attached to or upon the Demised Premises of

any part thereof or any interest of Tenant under this Lease, except any lien arising by reason of an act of Landlord. Tenant shall indemnify and hold Landlord harmless from or against any such lien or claim of lien, including any loss or damage or attorneys' fees arising therefrom. In the event that any such lien does so attach and is not released within thirty (30) days after notice to Tenant thereof, or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period in a manner reasonably satisfactory to Landlord, then Landlord, in its sole discretion, may pay and discharge the same and relieve the Demised Premises therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord. Notwithstanding the foregoing, if Tenant is contesting the lien in good faith and said time period exceeds thirty (30) days, Landlord shall not pay-off said lien so long as Landlord's interest is adequately protected as determined by Landlord in its reasonable discretion.

20. Assignment and Subletting. Tenant shall not assign all or any part of its interest under this Lease, or sublet the Demised Premises or any part thereof, other than to a parent, subsidiary or affiliate entity, without in each case the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In the event Tenant assigns this Lease or sublets the Demised Premises resulting in the payment of rent in excess of the rent applicable to Tenant, then Landlord and Tenant shall divide any net profits equally between them.

21. Notices. Any notices required to be given under this Lease, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given either by personal or messengered delivery, by mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, by a nationally-recognized overnight courier (such as Federal Express) for next business day delivery, or by email or facsimile transmission:

To Landlord at:

Mack Packaging Group, Inc.
VERA TILADSKI
Fax No.: _____

Alwin Kolb GmbH & Co. KG
Alwin Kolb - personally
Dr.-Lauter-Str. 2
87700 Memmingen
E-mail: ajkolb@kolb-wellpappe.com
Fax No.:+49 8331 975 63 222

With a copy to:

Michael S. Strauss
Strauss & Malk LLP
135 Revere Drive
Northbrook, IL 60062
Fax No.: (847) 770-6950
E-mail: mstrauss@straussmalk.com

To Tenant at:

Kehoe Designs, Inc.
Attn.: Thomas Kehoe
2555 S. Leavitt Street
Chicago, Illinois 60608
Fax No.: (312) 421-0060
E-mail: tom@kehoedesigns.com

With a copy to:

E. Michael Ciesla
Ciesla & Ciesla, P.C.
836 Skokie Blvd.
Northbrook, Illinois 60062
Fax No.: (847) 418-3217
E-mail: mciesla@cclegal.net

or to such other address as the respective parties may, from time to time, designate by notice given in the manner provided in this Section. Notice shall be deemed effective upon personal or messengered delivery, three (3) business days after deposit with the U.S. mail or one (1) business day after either email or facsimile transmission or deposit with an overnight courier, provided that in the case of email or facsimile transmission, a copy of such is also sent by U.S. mail.

22. Right to Go Upon Premises. Throughout the Term of this Lease, Landlord hereby reserves the right for itself and/or its duly authorized agents and representatives, upon reasonable prior notice and at reasonable times during business hours of Tenant, to enter upon the Demised Premises for the purpose of inspecting the same and of showing the same to any prospective tenant, purchaser or lender. Such entry shall not unreasonably interfere with Tenant's operation in the Demised Premises. In an emergency, Landlord may enter upon the Demised Premises at any time for purposes of responding to the emergency to protect life or property, but Landlord shall not have the obligation to do so.

23. Rights Reserved to Landlord. Landlord reserves 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 or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease:

    a. Except as otherwise provided herein, to install and maintain signs on the exterior and interior of the Real Property;

    b. To retain at all times, and to use in appropriate instances, pass keys to the Demised Premises;

c. To exhibit the Demised Premises at reasonable hours, to display "for rent" signs on the Real Property, the Building and/or the Demised Premises during the last six (6) months of the Term or Extension Period, as applicable, and to display "for sale" signs on the Real Property, the Building and/or the Demised Premises;

d. To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for reoccupancy at any time after Tenant vacates or abandons the Demised Premises;

e. To enter the Demised Premises at reasonable hours for reasonable purposes, including inspection;

f. In case of fire, war, invasion, insurrection, mob, riot, civil disorder, terrorism, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or to prevent access to the Real Property and the Demised Premises during the continuance of the same, to shut down elevator service, to activate elevator emergency controls, or otherwise to take such action or preventive measures deemed necessary by Landlord for the safety or security of the tenants or other occupants of the Real Property or for the protection of the Real Property and the property in the Real Property. Tenant agrees to cooperate with any reasonable safety or security program developed by Landlord;

g. To secure other portions of the Real Property and/or the Building to allow Landlord or any other tenant to comply with security and/or access controls, including but not limited to such security, actions and/or controls required to comply with the Health Insurance Portability and Accountability Act and any related or similar laws, statutes, ordinances, rules or regulations;

h. Provided that reasonable access to the Demised Premises shall be maintained and the business of Tenant shall not be interfered with unreasonably, to rearrange, relocate, enlarge, reduce or change corridors, exits, entrances in or to the Real Property and to decorate and, at its own expense, to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Real Property 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 Real Property in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed; and

i. Landlord specifically excepts and reserves to itself all rights to the land and improvements below the improved floor level of the Demised Premises, to the improvements and air rights above the Demised Premises and to the improvements and air rights located outside the demising walls of the Demised Premises and to such areas within the Demised Premises required for installation of utility lines and other installations required to serve other occupants of the Real Property and to maintain and repair same, and no rights with respect thereto are conferred upon Tenant, unless otherwise specifically provided herein. This Lease does not grant any rights to light or air.

24. Default.

a. Any of the following events shall be considered an event of default (sometimes a "Default"):

i. if Tenant fails to pay Rent when due (or any other monetary amount due hereunder) and such default shall continue either for a period of five (5) days after notice of such non-payment from or on behalf of Landlord is sent to Tenant, or for a period of fifteen (15) days after the date payment is due, whichever period is shorter; or

ii. if Tenant fails to pay Rent when due (or any other monetary amount due hereunder) more than twice within any twelve (12) month period; or

iii. if Tenant shall abandon the Demised Premises, temporarily or permanently, without notice or grace period of any kind; or

iv. if default shall be made by Tenant in the performance of or compliance with any of the other covenants, agreements, terms or conditions contained in this Lease and such default shall continue for a period of fifteen (15) days after notice thereof from or on behalf of Landlord to Tenant; provided, however, if such default cannot be reasonably cured within such fifteen (15) day period, the length of such period shall be extended for the period reasonably required therefor if Tenant commences curing such default within such fifteen (15) day period and continues the curing thereof with reasonable diligence and continuity; or

v. if Tenant or any guarantor of this Lease shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any law or regulation relating to bankruptcy, insolvency, or the rights of creditors generally, or if Tenant or any such guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or such guarantor or the business or affairs of either, or shall make any general assignment for the benefit of creditors, in any such event without notice or grace period of any kind; or

vi. if there shall be filed against Tenant or any guarantor of this Lease an involuntary petition in bankruptcy or a proceeding seeking to reorganize, dissolve or liquidate Tenant or such guarantor, or if a trustee or receiver shall be appointed for Tenant or such guarantor or over the business or substantially all of the property of either of them, and such petition, proceeding, trustee or receiver is not dismissed within thirty (30) days, in any such event without notice or cure period of any kind.

b. Upon the occurrence of an event of default, Landlord, in addition to the other rights or remedies provided at law or in equity, shall have any one or more of the following described remedies:

i. Landlord may terminate this Lease and forthwith repossess the Demised Premises upon forcible entry and detainer suit and be entitled to recover from Tenant forthwith as damages a sum of money equal to the total of:

1. the reasonable cost of recovering possession of the Demised Premises;

2. the unpaid Rent earned at the time of termination, plus interest thereon as provided in Section 39 below;

3. the present value of the balance of the Rent for the remainder of the then current Term; and

4. any other sum of money or damages owed by Tenant to Landlord.

ii. Landlord may terminate Tenant's right of possession without terminating this Lease and may repossess the Demised Premises by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Tenant, in which event Landlord may, in its sole discretion, attempt to relet the Demised Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord in its sole and absolute discretion. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Demised Premises as Landlord shall deem reasonably necessary or appropriate. If Landlord shall fail to relet some or all of the Demised Premises, or if the Demised Premises are relet and a sufficient sum is not realized from such reletting after paying the Rent earned but unpaid at the time of reletting, the cost of recovering possession (including, without limitation, reasonable attorneys' fees), the costs and expenses of such decorations, repairs, changes, alterations and additions and the expense of such reletting (including, without limitation, brokerage fees and commissions) and of the collection of the Rent accruing therefrom to satisfy Landlord's claims against Tenant hereunder, then Tenant shall pay to Landlord as damages a sum equal to any such deficiency upon demand therefor from time to time but not more often than monthly. Landlord may file a suit or suits to recover any sums falling due under the terms of this provision from time to time. Reletting by Landlord shall not be construed as an election on the part of Landlord to terminate this Lease unless a notice of such intention is given by Landlord to Tenant. Notwithstanding any reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease.

iii. Neither termination of this Lease by reason of Tenant's default nor termination of Tenant's rights of possession by reason of Tenant's default shall be construed as acceptance by Landlord of a surrender of the Demised Premises from Tenant.

c. In the event of any default by Landlord under this Lease, Tenant shall give Landlord written notice specifying such default with reasonable detail, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless Landlord fails to cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. If such default cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor if Landlord commences curing such default within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. The obligations of Landlord under this Lease shall be binding upon Landlord only during the period of its ownership of or leasehold interest in the Demised Premises and not thereafter. The term "Landlord" shall mean the owner or leasehold interest holder of the Demised Premises, and in the event of the transfer by such owner of the Demised Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the term of this Lease upon each new owner of the Demised Premises for the duration of such owner's ownership of the Demised Premises.

25. Holding Over. If Tenant continues to occupy the Demised Premises after the expiration of the Term or any Extension Period, and Landlord elects to accept rent, thereafter, a monthly tenancy terminable by either party on one (1) month's notice shall be created, which shall be upon the same terms and conditions of this Lease, except that Rent shall be one hundred fifty percent (150%) of the Base Rent most recently paid by Tenant. The provisions of this Section shall not constitute a waiver of Landlord's right of re-entry or of any other right or remedy provided herein or at law.

26. Successors in Interest. Except as otherwise provided in this Lease, each and all of the covenants, agreements, obligations, conditions, indemnifications, and provisions of this Lease shall inure to the benefit of and shall bind Landlord and Tenant and the respective successors and assigns of each.

27. Remedies Cumulative, No Waiver.

a. Except as expressly limited by this Lease, the various rights and remedies contained and reserved in this Lease to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, nor shall any such delay or omission be construed as a waiver of any default or as acquiescence therein. Any waiver of any covenant, agreement, term or condition

of this Lease by either party must be in writing signed by the party to be charged, and unless expressly set forth in such writing shall not be construed by the other party as a waiver of any prior or subsequent breach of the same covenant, agreement, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval must be in writing and, except as expressly set forth in such writing, shall not be deemed to waive or render unnecessary consent to or approval of any prior or subsequent similar act.

b. The receipt by Landlord of rent or payment of rent by Tenant with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed 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 pursue any other remedy in this Lease provided.

28. Alterations. Tenant shall not make any changes, alterations or additions in or to the Demised Premises or any part thereof without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. If Landlord consents to such alterations or additions, then before commencement of the work, Tenant shall furnish Landlord with plans and specifications and permits necessary for such alterations or additions, all in form and substance reasonably satisfactory to Landlord. Landlord may impose such further conditions with respect to any alterations or additions as Landlord deems reasonably appropriate, including without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with any project costing in excess of Fifty Thousand Dollars ($50,000). Notwithstanding the foregoing, with regard to the initial tenant improvements only, the security to be required shall be the requirements issued by the Tenant's lender in its bank escrow requirements. Such bank escrow requirements shall be added as Exhibit C to this Lease as soon as such escrow requirements are issued by Tenant's lender. All alterations and additions shall be installed in a good and workmanlike manner and only new high-grade materials shall be used. All alterations and additions to the Demised Premises, whether temporary or permanent in character and whether made or paid for by Landlord or Tenant, shall, without compensation to Tenant, become Landlord's property upon installation on the Demised Premises and shall, unless Landlord informs Tenant in writing at the time Landlord approves the installation of any such alterations or additions that Tenant is required to remove such alterations or additions prior to termination of this Lease by lapse of time or otherwise, be relinquished to Landlord in good condition, ordinary wear excepted, at the termination of this Lease by lapse of time or otherwise. Tenant agrees to indemnify and hold Landlord harmless from any and all liabilities, costs and expenses of every kind and description (including, but not limited to, reasonable attorneys' fees and costs) which may arise out of or be connected in any way with such alterations or additions. Tenant shall furnish Landlord with standard certificates of insurance from all contractors performing labor or furnishing materials in connection with such alterations

and additions, naming Landlord and the mortgagee, if any, as additional insureds and insuring them against any and all liabilities which may arise out of or be connected in any way with such alterations or additions, which insurance shall provide that it shall be primary and not excess. Upon completing any alterations or additions, Tenant shall furnish Landlord with contractors' and subcontractors' affidavits and full and final waivers of lien covering all labor and materials expended and used therein or therefor, all in form and substance satisfactory to Landlord. All alterations and additions shall comply with all insurance requirements applicable to the Demised Premises, and with all ordinances, statutes and regulations of all governmental bodies, departments or agencies having jurisdiction over the Demised Premises. Tenant shall permit Landlord to inspect or observe all work in connection with such alterations or additions, if Landlord requests to do so, provided that Landlord shall have no duty to so inspect or observe the same and shall not in any way be liable or responsible to Tenant, its contractors or any other persons in connection therewith or on account of the failure of any such work to comply with the requirements of this Lease.

29. Performance on Behalf of Tenant. If Tenant shall fail to make any payment or perform any act required under this Lease to be made or performed by Tenant, then Landlord may, but shall be under no obligation to, after such written notice to Tenant, if any, as may be reasonable under the circumstances, make such payment or perform such act with the same effect as if made or performed by Tenant. Entry by Landlord upon the Demised Premises for such purpose shall not waive or release Tenant from any obligation or default under this Lease. On demand by Landlord, Tenant shall reimburse Landlord for all reasonable sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon as provided in Section 39 below.

30. Acceptance of Surrender. No modification, termination or surrender of this Lease or surrender of the Demised Premises or any part thereof or of any interest therein by Tenant (except surrender upon expiration or earlier termination of the Term of this Lease other than by reason of default by Tenant) shall be valid or effective unless agreed to and accepted in writing by Landlord and no act by a representative or agent of Landlord, other than such a written agreement and acceptance by Landlord, shall constitute an acceptance thereof.

31. Return of Premises. Upon the termination of this Lease by expiration of the Term or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Demised Premises to Landlord and deliver all keys to the Demised Premises or the Real Property to Landlord and make known to Landlord the combination of all locks or vaults then remaining in the Demised Premises, and subject to the following paragraph, shall return the Demised Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession of it, ordinary wear and tear excepted, and failing which Landlord may restore the Demised Premises and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand. Tenant shall also remove Tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description from the Demised Premises and

the Real Property and repair any damage to the Demised Premises caused thereby, such removal and restoration to be performed prior to the end of the Term or within ten (10) days following termination of this Lease or Tenant's right of possession, whichever is earlier. If Tenant fails to so restore or to remove such items, Landlord may do so, and Tenant shall pay the cost of such restoration or removal to Landlord on demand. All fixtures, installations and personal property belonging to Tenant and not removed from the Demised Premises upon termination of this Lease and not required by Landlord to have been removed as provided herein shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this Lease as by a bill of sale. All obligations of Tenant under this Section shall survive the expiration of the Term or earlier termination of this Lease.

32. Estoppel Certificate by Tenant. Tenant will execute, acknowledge and deliver to Landlord, within fifteen (15) days of each request therefor, a certificate certifying to Landlord and its designees (i) that this Lease is unmodified and in full force and effect, with a true, correct and complete copy of this Lease attached to the certificate (or if there have been modifications, that the Lease is in full force and effect as modified, and attaching true, correct and complete copies of the modification(s)); (ii) the dates, if any, to which Rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults, if any, specified in said certificate; (iv) that Landlord is not in default under this Lease, except as to defaults, if any, specified in said certificate; (v) that Tenant has no rights or options to purchase all or any part of the Demised Premises, or to extend the Term of this Lease, except as expressly provided for in this Lease; (vi) that Tenant has received no notice of any transfer, assignment, hypothecation or pledge (in whole or in part) by Landlord of its interest under this Lease or in all or any part of the Demised Premises, except as otherwise noted in said certificate; and (vii) that Tenant shall notify such persons or entities as Landlord designates of any notice received by Tenant from or on behalf of Landlord with respect to a default under this Lease by Tenant, or of any notice sent by Tenant to Landlord with respect to a default under this Lease by Landlord, in either case including a copy of the notice received or sent by Tenant. At Landlord's option, said certificate shall include all or any of the foregoing, and may also include Tenant's certification as to such other matters as Landlord may request and which are reasonable under the circumstances. Any such certificate may be relied upon by a prospective purchaser or mortgagee of the Real Property, the Demised Premises or any part thereof, or by a prospective assignee (whether for collateral purposes or otherwise) of Landlord's interest under this Lease.

33. Subordination.

a. Landlord may hereafter from time to time execute and deliver a mortgage or trust deed in the nature of a mortgage (both being hereinafter referred to as a "Mortgage") against the Real Property or any interest therein. If requested by the mortgagee or trustee under any Mortgage, Tenant will subordinate its interest in this Lease to said Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, by executing a Subordination, Non-

Disturbance and Attornment Agreement in substantially the form attached hereto as Exhibit B and Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any Mortgage. Tenant covenants that, after recordation of the Mortgage and any related Subordination, Non-Disturbance and Attornment Agreement, it will not subordinate this Lease to any other mortgage or trust deed without the prior written consent of the holder of the recorded Mortgage.

b. It is further agreed that (a) if any Mortgage shall be foreclosed, (i) the holder of the Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord), (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (z) bound by any prepayment of Base Rent or other Rent which Tenant may have made in excess of the amounts then due for the next succeeding month; (ii) the liability of the mortgagee or trustee hereunder or the purchaser at such foreclosure sale or the liability of a ground lessor or a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Real Property, and such liability shall not continue or survive after further transfer of ownership; (iii) upon request of the mortgagee or trustee, if the Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Tenant 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 any Rent or shorten the Term provided hereunder or so as to adversely affect in any other respect to any material extent the rights of Landlord, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the ground lessor and the mortgagee or trustee under any Mortgage.

c. Should any prospective mortgagee require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

d. Should any prospective mortgagee 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 Tenant concerning this Lease in such form as may be required by a prospective mortgagee, Tenant agrees to promptly execute such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request therefor.

e. Tenant agrees to give any holder of any Mortgage against the Real Property, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Landlord by Tenant, provided that prior to such notice

Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interests in leases, or otherwise) of the address of such Mortgage holder. Tenant further agrees that if Landlord shall have failed to cure such Default within twenty (20) days after such notice to Landlord (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default, including the time necessary to obtain possession if possession is necessary to cure or correct such Default).

34. Strict Compliance. Time is of the essence of this Lease.

35. Captions. The captions of the Sections and subsections of this Lease are solely for convenience and shall not be deemed a part of this Lease for the purpose of construing the meaning thereof or for any other purpose.

36. Brokerage. Landlord has used the services of Cushman and Wakefield. Tenant has used the services of Paine/Wetzel and Cushman and Wakefield. Landlord shall pay the following commissions to Cushman and Wakefield: ten and one-half percent (10.5%) of the average annual gross rental for one year of the Lease term, plus four and one-half percent (4.5%) of the balance of the gross rental for the remaining Lease term. Tenant and Landlord each covenant and agree to indemnify, save and hold each other harmless from and against any claim of any person or entity for any commission or other compensation arising from the negotiation and execution of this Lease.

37. Interpretation. This Lease shall be construed in accordance with the laws of the State of Illinois. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine.

38. Authority. The individual(s) signing this Lease on behalf of Tenant and Landlord represent and warrant to each other that they have the power and authority to bind Tenant and Landlord to this Lease, and that this Lease will be enforceable against each other in accordance with its terms.

39. Default Interest. If Tenant fails to pay to Landlord when due any sum of money as required by this Lease, such sum shall accrue interest from the date of expiration of any applicable cure period until paid at a rate per annum equal to the lower of (i) three (3) percentage points in excess of the "Prime Rate" announced from time to time by JPMorgan Chase & Co., in Chicago, Illinois, or (ii) the highest rate of interest allowed by law. If a sum of money is required to be paid by Tenant to Landlord under this Lease,

but no date is specified or provided for such payment, then such payment shall be due within two (2) business days following the date Landlord demands payment of same.

40. Partial Invalidity. If it shall be finally determined by a court of competent jurisdiction that any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is so held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. Force Majeure. The obligations of Landlord under this Lease shall be suspended to the extent that it is hindered or prevented from complying with them because of labor disturbances (including strikes and lockouts), war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, acts of terrorism, governmental regulations or interference or any cause whatsoever beyond its control.

42. Environmental.

a. During the entire Term of this Lease and including any extensions or renewals thereof, Tenant shall fully and strictly comply with all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning any "Hazardous Materials" (defined hereinbelow), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and the Illinois Environmental Protection Act (collectively, the "Environmental Laws") and which directly or indirectly affect Tenant's business and Tenant's use of the Demised Premises, and Tenant shall not permit the Demised Premises to contain, be used to store or otherwise used to handle Hazardous Materials except where stored in sealed containers and in quantities normally associated with Tenant's business conducted on the Demised Premises or for office maintenance and cleaning and, in those instances, the Hazardous Materials shall be handled or stored in compliance with all Environmental Laws. Tenant acknowledges that its compliance shall include, by way of illustration and not by way of limitation, the completion and timely filing of all reports and statements required pursuant to any applicable Environmental Laws and the payment of all charges, fees and costs that may be assessed or imposed from time to time in connection therewith.

b. Landlord, at Landlord's expense from time to time upon reasonable prior notice and at reasonable times, during the entire Term of this Lease, including any extensions or renewals thereof, may at its option (but without any obligation to Tenant to do so) cause to be performed any environmental tests, inspections or evaluations of the Real Property or the Demised Premises which Landlord may deem reasonable or necessary in connection with Tenant's business and Tenant's use of the Demised Premises. The selection of the person, firm or entity retained

to complete such tests, inspections or evaluations shall be within the sole discretion of Landlord. In connection therewith, Tenant shall permit Landlord and its environmental consultants or inspectors to have access to the Demised Premises at all reasonable times, and Tenant shall make available to Landlord or to any such environmental consultant or inspector any information reasonably requested regarding the nature of any Hazardous Materials used, stored or otherwise present at the Demised Premises in connection with Tenant's business and use of the Demised Premises. Landlord agrees to take commercially reasonable steps not to unreasonably interfere with Tenant's use of the Demised Premises during any such environmental testing.

c. If any environmental test, inspection or evaluation completed in connection with Tenant's business or Tenant's use of the Demised Premises discloses a disposal, release, threatened release or the presence of Hazardous Materials on, over, under, from or affecting the Demised Premises in violation of any Environmental Laws which was caused or permitted by, attributed or related to or otherwise arising out of the use or occupancy of the Demised Premises by Tenant or by anyone acting by, through or under Tenant, including, without limitation, any of Tenant's agents, employees, invitees, licensees, subtenants or assignees that requires cleanup or any other remedial action, then Tenant shall, at Tenant's sole cost and expense, immediately reimburse Landlord for the costs and expenses of the environmental test, inspection or evaluation and cause such cleanup or any such remedial action to be completed to the extent necessary to return the Demised Premises to a condition in accordance with and to the extent required by all applicable Environmental Laws and any orders and directives of any federal, state or local government authorities charged with responsibility or authority pursuant to any Environmental Laws; and Tenant's failure to do so shall entitle Landlord to cause such cleanup or remedial action to be conducted, and Tenant shall, immediately upon demand by Landlord, pay to Landlord all costs and expenses paid or incurred by Landlord as a result thereof.

d. Landlord covenants and agrees to defend, indemnify and hold harmless Tenant from and against any and all damages, losses, liabilities, obligations, penalties, fines, claims and suits (including, without limitation, investigation and cleanup costs and reasonable consultant and attorneys' fees) at any time imposed upon, incurred by or asserted against Tenant arising from or out of the presence on, under or about the Demised Premises of Hazardous Materials, but only to the extent such Hazardous Materials were generated or came to be located on, under or about the Demised Premises prior to Tenant's occupancy of the Demised Premises. Without limiting the foregoing, Landlord acknowledges that there exists on the Real Property one 7,500 gallon gasoline underground storage tank abandoned in place on the west side of the Building and one 2,500 gallon gasoline underground storage tank abandoned in place also on the west side of the Building (collectively, the "West Side USTs"). Landlord covenants and agrees to defend, indemnify and hold harmless Tenant from and against any and all damages, losses, liabilities, obligations, penalties, fines, claims and suits (including, without limitation, investigation and cleanup costs and reasonable

consultant and attorneys' fees) arising from the West Side USTs. In the event Tenant exercises its Purchase Right in Section 8 and the condition of either of the West Side USTs prevent either party from closing due to applicable law or any governmental entity, Landlord agrees to take any remedial steps required by law or any governmental entity to remediate the West Side USTs.

e. Tenant covenants and agrees to defend, indemnify and hold harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, fines, claims and suits (including, without limitation, investigation and cleanup costs and reasonable consultant and attorneys' fees) at any time imposed upon, incurred by or asserted against Landlord arising from or out of (a) the presence on, under or about the Demised Premises of Hazardous Materials but only to the extent such Hazardous Materials were generated or came to be located on, under or about the Demised Premises during the Term, including any Extension Period and/or holdover period, or (b) any condition on, under or about the Demised Premises occurring during Tenant's occupancy of the Demised Premises and as a result of Tenant's operations, actions and/or inactions, or which presence or condition fails to comply with or constitutes a violation of any applicable laws or regulations relating to the protection of health, safety or the environment.

f. For purposes of this Lease, "Hazardous Materials" shall include (i) petroleum and petroleum products, (ii) any friable asbestos or asbestos containing material, PCBs, dioxins or urea formaldehyde foam insulation, any waste, substance, material, pollutant or contaminant defined as hazardous or toxic in or for purposes of any Environmental Laws, and (iii) any other materials, substances or waste defined as hazardous or toxic by any laws or regulations relating to protection of health, safety and the environment.

g. Tenant acknowledges that except as specifically provided in Section 42(a) above, Hazardous Materials are prohibited in or on the Real Property and the Demised Premises and Tenant agrees that it shall not cause or allow any Hazardous Materials in or onto the Real Property and the Demised Premises.

43. Americans With Disabilities Act. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Demised Premises and the Real Property depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. Landlord shall, at Landlord's expense, cause the Demised Premises, exclusive of any requirements based on Tenant's specific use, to comply with the ADA and the Life Safety Code Requirements during the Term and any applicable Extension Period. Tenant shall be

responsible, at Tenant's expense, for all ADA and Life Safety Code Requirements compliance and costs in connection with the Demised Premises or the Real Property necessitated by Tenant's use of the Demised Premises.

44. Confidentiality. Landlord and Tenant each acknowledge that the content of this Lease and any related documents are confidential information. Each of Landlord and Tenant shall keep and maintain all confidential information strictly confidential and shall not disclose any confidential information to any person or entity other than each party's employees, agents, attorneys, accountants, lenders or other professionals who have a need for such confidential information.

45. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument, and may be signed by facsimile or electronic signature.

46. Applicable Law; Waiver of Right to Jury. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises and/or any claim of injury or damage.

47. Exhibits and Attachments. Exhibits and attachments referenced in this Lease are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, Landlord and Tenant have executed and delivered this Lease.

LANDLORD:

MACK PACKAGING GROUP, INC.
an Illinois corporation

By: _____
Name:
Title: ALLEN KOLB
PRESIDENT

TENANT:

KEHOE DESIGNS, INC.
an Illinois corporation

By: _____
Name: THOMAS KEHOE
Title: PRESIDENT

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Mack Packaging Group

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

OR

2. [ ] a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. [X] a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))

State the legal name of the entity in which the Disclosing Party holds a right of control:

Kehoe Designs, Inc. The disclosing party is the owner of the subject property and does not have corporate authority over the applicant.

B. Business address of the Disclosing Party: 2555 S. Leavitt St.

Chicago, IL 60608

C. Telephone: (219) 776-7273 Fax: 773-376-8317 Email: mackpackaginggroup@att.net

D. Name of contact person: Reda Filarski

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

6b tax incentive application - 2555 S. Leavitt

G. Which City agency or department is requesting this EDS? Dept. of Planning & Development

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

[ ] Yes [ ] No [X] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Alwin J. Kolb	President
Angela Kolb-Baunerfeind	Vice President
Reda Filarski	Secretary/Treasurer

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Alwin J. Kolb	2555 So. Leavitt St, Chicago, IL 60608	100%
Angela Kolb-Baunerfeind	2555 So. Leavisstt St, Chicago, IL 60608	0%
Reda Filarski	1461 Brandywine Rd, Crown Point, IN 46307	0%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [X] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
   - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

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

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.
NA

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[ ] is [X] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

_____

_____

_____

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

_____

_____

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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

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

CERTIFICATION

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

Mack Packaging Group
(Print or type exact legal name of Disclosing Party)

By: Reda Filarski
(Sign here)

Reda Filarski
(Print or type name of person signing)

Authorized Signatory Secretary/Treasurer
(Print or type title of person signing)

Signed and sworn to before me on (date) October 6, 2017,

at Cook County, Illinois (state).

Notary Public

Commission expires: 4-16-18

BRENDA HERNANDEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[ ] Yes [X] No

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

_____

_____

_____