

# UNOFFICIAL COPY

## REAL ESTATE SALE CONTRACT



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Cook County Recorder 255.50

1. B.J.B. PARTNERS, L.L.C., an Illinois limited liability company ("Purchaser") agrees to purchase at a price of Fourteen Million Six Hundred Twenty Thousand and No/100 Dollars (\$14,620,000.00)\* on the terms set forth herein, the following real estate in the City of Chicago, Cook County, Illinois legally described on Exhibit "A" attached hereto, which is improved with an apartment building containing one hundred seventy-two (172) residential apartment units located on approximately eleven thousand (11,000) square feet of land and commonly known as 451 W. Wrightwood, Chicago, Illinois, with lot dimensions as per the Survey, together with the following personal property presently located thereon: all existing heating, plumbing, electrical and air conditioning systems and one hundred seventy-two (172) stoves and refrigerators. The real estate and personal property are being sold "AS-IS" and "WHERE-IS." The "AS-IS" and "WHERE-IS" condition of the real estate and personal property does not negate the representations and warranties of Seller contained in paragraph 13 of the Conditions and Stipulations section of this Contract. Purchaser shall have the right to assign this Contract to another limited liability company being formed to take title to the property, provided that such assignment specifically: (i) binds the newly created limited liability company to the terms and provisions of this Contract, and (ii) contains an acknowledgment from B.J.B. Partners, L.L.C. that the earnest money deposited by B.J.B. Partners, L.L.C. remains subject to the terms and provisions of this Contract. Any such assignment, however, shall not relieve B.J.B. Partners, L.L.C. of its indemnity obligations contained in paragraph 7 of this Contract and paragraph 15 of the Conditions and Stipulations hereof.

\*((\$400,000.00 of the purchase price shall be allocated to personal property, leasehold improvements and all existing engineering and environmental reports and plans and specifications.)

2. 451 WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership ("Seller"), agrees to sell the real estate and the personal property described above at the price and terms set forth herein to Purchaser by a recordable trustee's deed and by a proper bill of sale, with title to the real estate being subject only to: (a) building and zoning codes; (b) existing leases and tenancies and service and concession contracts (copies of a rent roll and all service contracts are attached hereto); (c) general taxes for the year 2000 and subsequent years not yet payable at the time of closing; (d) matters appearing on the Survey; and (e) all exceptions to title listed on Exhibit "B" attached hereto and made a part hereof.
3. Purchaser shall simultaneously with the execution of this Contract pay to Chicago Title & Trust Company or First American Title Insurance Company, at Seller's choice upon written notice to Purchaser prior to closing in a Strict Joint Order Escrow ("Escrowee"), an earnest money deposit of Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) for the mutual benefit of the parties. The earnest money will be held in an interest-bearing account provided Purchaser supplies the Escrowee with a W-9 form. The earnest money deposit shall be applied to the purchase price or as otherwise specified herein. Purchaser further agrees to pay to Seller in cash at closing the difference between Fourteen Million Six Hundred Twenty Thousand and No/100 Dollars (\$14,620,000.00) plus proration credits due

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in favor of Seller less the sum of the Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) earnest money deposit plus proration credits due Purchaser at the closing.

Purchaser further agrees that should it fail to close this purchase on or before November 30, 2000 and there is any uncured Purchaser default (if Seller is not then in default) Purchaser will direct the Escrowee to deliver all earnest money on the sole order of Seller.

4. At least five (5) days prior to closing, Seller shall furnish to Purchaser a current ALTA plat of survey of the real estate ("Survey"). The Survey will be certified to Purchaser, the Title Company and Purchaser's lender, if any. If acceptable to the title insurer and lender, an updated Survey will satisfy this requirement.
5. The time of closing shall be at 11:00 a.m. on November 30, 2000, or on the date, if any, to which such time is extended by reason of provisions contained in the Conditions and Stipulations hereafter becoming operative (whichever date is later), and unless subsequently mutually agreed otherwise, at either the office of Chicago Title & Trust Company or First American Title Insurance Company ("Title Company"), at Seller's choice upon written notice to Purchaser prior to closing, at its Downtown office in Chicago, Illinois, provided title is shown to be good as described herein or is accepted by the Purchaser.
6. This sale shall be closed through a New York-style escrow with the Title Company opened by the respective attorneys for the parties in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the purchase price and delivery of the deed shall be made through the escrow. The cost of the escrow shall be paid for equally by the parties.
7. Seller agrees to pay a broker's commission to Inland Real Estate Sales Corporation ("IRES") per a separate agreement. Seller shall obtain at closing a release of broker's lien from each of the above parties. No commission is due or payable nor will be paid unless and until this transaction is fully closed. Seller and Purchaser represent to each other that except for the commission to be paid as stated above in this paragraph 7, in the event any other claims for real estate commissions, fees or compensation arise in connection with this transaction, the party so incurring or causing such claims shall indemnify and hold harmless the other party from any loss or damage which such other party suffers because of such claims. Purchaser agrees to indemnify Seller against any and all claims for broker commission claim by Ronald Kane or his brokerage agency.
8. Seller warrants that Seller and its managing agent have received no notices from any city, village or other governmental authority of any zoning, building, fire or health code violations for the real estate that have not been heretofore corrected.

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9. This Contract is subject to the Conditions and Stipulations set forth on the following pages hereof, which Conditions and Stipulations are made a part of this Contract.

**SELLER:**

451 WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership, by Inland Real Estate Investment Corporation, a Delaware corporation, its general partner

By: Patricia A. Delkoso

Its: Special VP

Date: 9/15/00

**PURCHASER:**

B.J.B. PARTNERS, L.L.C.,  
an Illinois limited liability company

By: James W. Purcell  
Member

Date: 9/15/00

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## CONDITIONS AND STIPULATIONS

1. Title. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's attorney within ten (10) business days of the Acceptance Date of this Contract a title commitment for an American Land Title Association Owner's Title Insurance Policy Form B issued by the Title Company in the minimum amount, to be increased to the amount of the purchase price at closing, covering title to the real estate after the date of this Contract, showing title in the existing land trust or in Seller subject only to (a) the title exceptions set forth above in paragraph 2 on the front page hereof; and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish to Purchaser at closing an affidavit of title in customary form covering the date of closing and showing title as above subject only to the permitted exceptions in foregoing items (a) and (b), matters arising out of the acts of Purchaser or its agents and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below and to all matters of survey disclosed on the Survey. Subject to Purchaser's right to cancel this Contract pursuant to the terms and provisions of paragraph 15 of this Contract, all exceptions to title described in the previous sentence will be deemed "Permitted Exceptions."
2. Exceptions. If the title commitment discloses either unpermitted exceptions or survey matters not shown on the Survey delivered to Purchaser with this Contract that render the title unmarketable (herein referred to as "survey defects"), and if Purchaser notifies Seller in writing of such unpermitted exceptions and/or survey defects within ten (10) days of receipt of the last of the title commitment and updated Survey, Seller shall have thirty (30) days from the date of delivery of Purchaser's notice to have the unpermitted exceptions removed from the commitment or to correct such survey defects, and, in such event, the time of closing shall be thirty-five (35) days after delivery of the commitment or the time expressly specified in paragraph 5 on the second page hereof, whichever is later. It is understood and agreed that Purchaser shall not be entitled to object to any title matter described on Exhibit "B" hereto and Purchaser's sole remedy in the event Purchaser objects to an Exhibit "B" title matter is to terminate this Contract during the Inspection Period as described in paragraph 15 hereof. If Seller fails to have the unpermitted exceptions removed or to correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such unpermitted exceptions or survey defects within the specified time, Purchaser may terminate this Contract or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount provided that in the case of liens which do not arise as the result of any voluntary act of Seller, the deduction shall not exceed \$25,000.00. If Purchaser does not so elect within such ten (10) day period, this Contract and any claims for damages or rights of action by either party against the other shall become null and void without further action of the parties, except any claim Seller has against Purchaser pursuant to Purchaser's indemnity,

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defense and hold harmless agreement contained in paragraph 15 of this Contract, and the earnest money shall be returned to Purchaser, provided Seller has no claim against Purchaser as aforesaid.

3. Prorations. Collected rents, water and other utility charges, fuels, prepaid service and concession contract charges, general taxes, Seller's attorney's general tax reduction fees and other similar items shall be adjusted ratably as of the time of closing. Security deposits not applied to tenant defaults and interest on such deposits shall be credited to Purchaser at closing. All prorations are final unless provided otherwise herein. Existing leases, security deposits, service and concession contracts and union collective bargaining agreements [a copy of which is attached hereto as Exhibit "D"] binding on Purchaser pursuant to 820 ILCS 10/1 (Purchaser as a successor employer is bound to the terms and provisions of such collective bargaining agreement pursuant to 820 ILCS 10/1) shall then be assigned to Purchaser and Purchaser shall accept all such assignments, undertake the obligations of the assignor and indemnify assignor against any claim arising thereunder from or after closing and against security deposit claims for security deposits and interest thereon to the extent credited to Purchaser at closing. Seller shall pay the amount of any stamp tax imposed by state law and/or county ordinance on the transfer of the real estate, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish and sign if required any declaration required by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the party upon whom the such ordinance places responsibility therefor.
4. Delinquent Rents. Any delinquent rents of tenants of the real estate existing as of the date of closing applicable to periods prior to closing (excluding delinquent rents satisfied by the application of security deposits at closing) are and shall remain the property of Seller, the provisions of the immediately preceding paragraph notwithstanding. All collections of rent after closing shall be applied first to current amounts due and then to delinquent rents in reverse chronological order (latest to oldest). If such delinquent rents are collected by Purchaser, Purchaser shall promptly remit such rents to Seller to the extent provided herein, provided, however, that Purchaser shall be under no obligation to enforce the collection thereof. Seller shall have the right to pursue its collection of delinquent rents after closing. Seller will terminate any pending eviction proceedings promptly after closing, unless Purchaser requests that such proceedings continue which Seller's counsel, at its sole discretion, may continue with all costs, including attorney's fees and eviction charges thereafter incurred, paid by Purchaser.
5. Closing Documents. Seller shall furnish to Purchaser and/or the Title Company, as applicable, at closing (a) a trustee's deed conveying the real estate to Purchaser subject to the Permitted Exceptions; (b) a bill of sale for personal property excluding all explicit and implied representations and warranties other than warranties of ownership; (c) an affidavit of title; (d) applicable transfer declarations; (e) closing escrow instructions; (f) mutually agreed upon closing statements; (g) a grantor/grantee statement; (h) an assignment of leases and rents; (i) an assignment of service contracts; (j) a Section 1445 affidavit; (k) a 1099

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solicitation/exemption form; (l) additional copies of the Survey in Seller's possession; (m) an updated rent roll with a statement of delinquencies, eviction proceedings, if any, and a security deposits record; (n) landlord's copies of all original leases; (o) a form letter advising tenants that management of the real estate has been changed and directing such tenants to make their respective rental payments to the person or firm denoted in such letter; (p) copies of service and concession agreements and union and collective bargaining agreements, if any, affecting the real estate (originals if available); (q) the cancellation of Seller's existing management agreements affecting the real estate or any part thereof; (r) all keys to the real estate; and (s) any other customary documentation usually provided in real estate transactions of this nature and as required by state law, the Title Company and/or the Cook County Recorders Office. Purchaser and Seller agree to notify all tenants of the real estate within ten (10) days after closing of the name and address of Purchaser and the amount of the security deposit transferred to Purchaser for each tenant.

6. Time is of the Essence. Time is of the essence of this Contract.
7. Payments at Closing. Any payments herein required to be made at the time of closing shall be by wire transfer.
8. Leases. Seller reserves the right through the closing date to renew existing leases or enter into new leases upon rental terms deemed reasonable in light of existing market conditions.
9. Default. In the event of a default by Purchaser with respect to Purchaser's obligation to close the transaction hereunder, Seller and Purchaser agree that Seller will suffer damages that will be uncertain in amount and difficult to prove and may include payment of a prepayment penalty to the holder of the mortgage indebtedness currently encumbering the real estate, but the parties agree that the earnest money deposit is a reasonable estimate of the amount of damages that Seller would actually sustain. Accordingly, Seller and Purchaser agree to settle upon Seller's damages at \$375,000.00 in the event of such a Purchaser default, and upon such default, the earnest money deposit shall be paid to Seller as liquidated damages, as Seller's sole and exclusive remedy (except as herein specified) for such default by Purchaser, and upon payment of such amount, this Contract shall automatically terminate, except for the Purchaser's indemnity, defense and hold harmless agreement contained in paragraph 15 of this Contract which shall survive the termination of this Contract. Notwithstanding the foregoing, such limitation on damages shall not apply to nor limit Seller's rights, remedies and damages under: (a) paragraph 15 of this Contract; and (b) this Contract from and after completion of the closing; and in each such case, Seller shall be entitled to pursue all legal and equitable remedies against Purchaser in the event of a breach by Purchaser of the terms or provisions of this Contract.

In the event of a default by Seller hereunder, Purchaser may, at its option: (a) have the earnest money deposit delivered to Purchaser and receive reimbursement from Seller for all out-of-pocket fees and expenses reasonably incurred by Purchaser (providing to Seller written proof thereof) in reliance on this Agreement, including reasonable attorney and

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consultant fees and expenses up to a maximum of \$375,000.00; or (b) specifically enforce the terms and conditions of this Agreement.

10. Applicable Law and Invalid Provisions. This Contract shall be construed in accordance with the laws of the State of Illinois. In the event that any provision of this Contract shall be held invalid, the remaining provisions of this Contract shall to the fullest extent possible not be affected thereby, but shall remain in full force and effect.
11. Assignment. Except as is provided in paragraph number 1 on the front page of this Contract, this Contract shall not be assigned by Purchaser without the express written consent of Seller, which consent can be withheld in Seller's sole discretion.
12. Recording. This Contract shall not be recorded by Purchaser without the express written consent of Seller, unless provided by statute. Unpermitted recording of this Contract by Purchaser shall result in an automatic termination of this Contract.
13. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that as of the date hereof, and as of the date of closing, that:
  - (a) The tenant leases to be delivered to Purchaser (or made available for Purchaser's copying and/or inspection) constitute the entire written agreement with each tenant. No tenant has any right to renew or extend his lease except as expressly provided in his tenant lease, nor has he any interest in the real estate other than a leasehold possessory interest. Each of the tenant leases are valid and enforceable in accordance with their terms and are in full force and effect except as specified on the rent roll provided to Purchaser by Seller.
  - (b) None of the tenant leases and none of the rents or other amounts payable thereunder have been assigned, pledged, or encumbered, except to holder of the mortgages presently encumbering the real estate. To Seller's knowledge, (i) there are no valid claims of offset or defenses to the payment of rents, and (ii) each of the tenants is legally required to pay and perform all sums and obligations set forth in the tenant leases. There are no options to renew except as disclosed in the leases nor any unmet landlord obligations to repair or redecorate that are expressed in writing and signed by Seller or its agents that have not been furnished to Purchaser during the inspection period.
  - (c) No brokerage or leasing commissions or other compensation are due or payable to any person, firm, corporation, or other entity with respect to or on account of any of the tenant leases or any extensions or renewals thereof and if any such commissions or other compensation are payable, it shall remain the obligation of Seller and Seller agrees to indemnify, defend and save harmless Purchaser from any such liability.

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- (d) Seller is not a party to, nor is the trust, if any, currently holding record title to the real estate a party to, any binding written agreement granting any right or option to acquire the real estate, or any portion thereof, with any tenant or other occupant of the real estate, or with any other person, firm, corporation.
- (e) All painting, repairs, alterations and other work expressly and specifically required to be performed by the landlord with respect to any of the tenant leases by virtue of separate and specific written undertakings in such tenant leases or other writing acknowledged by landlord, but specifically excluding the general maintenance obligations undertaken by landlord under the leases currently in effect at the real estate, have been fully performed and paid for in full or will be fully performed and paid in full on or before the closing date.
- (f) That between the Acceptance Date and the closing date, Seller will not: (i) without first obtaining the written consent of Purchaser, which consent can be withheld in Purchaser's reasonable discretion, enter into (except as provided in paragraphs 3 [union contract] and 8 above under these Conditions and Stipulations) any contracts or agreements (or amendments or modifications thereto) pertaining to the real estate, except for service and maintenance contracts which may be canceled upon thirty (30) days' notice; (ii) cancel or permit cancellation of any hazard or liability insurance carried with respect to the real estate or its operation; (iii) convey or remove from the real estate any personalty described in the Contract unless same is replaced with personalty of equal or greater value and condition.
- (g) To Seller's knowledge and belief, the only judicial or governmental proceedings which have been instituted or which are pending or threatened concerning the real estate are eviction proceedings against tenants filed in the normal course of business and personal injury claims, if any, which are being defended and insured by Seller's insurance carrier. For purposes of governmental violations, Seller's knowledge and belief only extends to receipt of written notice from governmental authorities prior to the date hereof in connection with any violations of any rules, regulations, laws, or ordinances of any governmental body and judicial proceedings in connection therewith. Seller, upon receipt of written notice thereof, will promptly advise Purchaser if any judicial proceedings are initiated or threatened between the Acceptance Date and the closing date.
- (h) Seller has received no written notice from any public authority, and has no actual knowledge, of a contemplated condemnation of the real estate or any part thereof. Seller, upon receipt of written or actual notice thereof, will promptly advise Purchaser of any contemplated condemnation of the real estate or any part thereof received by Seller between the date hereof and closing.

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- (i) Seller has received no written notice and has no actual knowledge that there are any liens or claims against Seller arising from the real estate for federal withholding taxes or unemployment taxes, except ad valorem general real estate taxes. Seller, upon receipt of written or actual notice thereof, will promptly advise Purchaser of any such liens or claims against the real estate that arise between the date hereof and closing and Seller shall cause such liens or claims to be insured over by the title company at Seller's expense, or be discharged, prior to closing.
- (j) Seller has received no written notice from, and has no actual knowledge of, any governmental authority directing the termination of access to the real estate from adjoining public streets or alley, if any; and has received no written notice or has any actual knowledge of any discontinuation by any applicable utility providers of adequate sewer, water, gas, electric, telephone or other utility service to the real estate. Seller, upon receipt of written or actual notice thereof, will promptly advise Purchaser of any such notices received by Seller between the date hereof and closing.
- (k) Seller has received no written notice, and has no actual knowledge, of any contemplated future assessments against the real estate. Seller, upon receipt of written or actual notice thereof, will promptly advise Purchaser of any such notices received by Seller between the date hereof and closing.
- (l) Subject to the provisions of pending encumbrances, Seller's execution of and performance under this Contract shall not constitute a breach of any agreement, understanding, order, judgment or decree, written or oral, to which Seller is a party and to which any part of the real estate may be bound.
- (m) Title to all personal property shall be transferred to Purchaser at closing free and clear of any liens or encumbrances.
- (n) Each apartment unit on the closing date shall be carpeted or contain other customary floor coverings as currently provided by Seller, and on the closing date shall be equipped with the standard appliances, consisting of a refrigerator and a stove, kitchen cabinets and plumbing fixtures customarily provided at the present time for the type of apartment unit in question. Title to all of such personal property shall be transferred to Purchaser at closing free and clear of any liens or encumbrances. Apartment units vacant for more than ten (10) days prior to closing shall be cleaned and painted at Seller's expense.
- (o) Apartment appliances shall be in working order at closing.

Wherever the term "actual knowledge" is used above, it shall refer to knowledge of the senior officers of the corporate general partner of Seller and the President of Mid-America Management Corp., the managing agent of the real estate, and to no other individuals.

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It is agreed that any claim under items (a) through (p) above must be brought within sixty (60) days after closing, it being specifically agreed that the period of claims thereunder shall expire sixty (60) days after closing.

14. Utility Bills. Attached hereto as Exhibit "C" is a copy of the utility bills received by Seller's managing company for the previous twelve (12) months. Purchaser also acknowledges receipt of the Lead Operations and Maintenance Program report dated November 20, 1995 and prepared by Environmental Engineering & Analytical Services and the Lead Operations and Maintenance Program report dated October, 1999 and prepared by EarthTech, Inc.
15. Inspection Period. For a period of ten (10) business days from the date of Acceptance of this Contract by Seller ("Inspection Period"), Purchaser and its duly authorized representatives, shall have the right to inspect (subject to tenant's rights under their respective leases) at reasonable times and upon reasonable notice to Seller, the real estate and the improvements thereon and the mechanical equipment and personal property therein, the real estate's 1999 and 2000 to date expense vouchers, leases, service and concession agreements affecting the real estate, union agreements, if any, any pending evictions and other legal actions involving the real estate, examine documents of record and conduct a phase one environmental audit and/or an architectural and engineering evaluation of the real estate (including, without limitation, performing soil, environmental and engineering tests and inspections), and review the Survey and title commitment. Purchaser shall timely pay for all costs and expenses of such inspections, reviews and audits and will not permit any mechanic's, servicemen's or materialmen's liens to be filed against the real estate as a result of non-payment of the costs and/or expenses of any such inspections, reviews and audits. Purchaser shall save, indemnify, defend and hold Seller harmless from all claims, losses, awards, judgments, settlements, damages, fines, penalties and fees arising out of the acts of Purchaser and/or its representatives, agents and contractors during any entry on the real estate or arising from such inspections, reviews and audits. Prior to entry on the real estate, Purchaser shall provide Seller with evidence of reasonably satisfactory general liability, property damage and workmen's compensation insurance in connection therewith. Seller and Seller's managing agent must be named as additional insureds under Purchaser's insurance policies through the closing date. Purchaser hereby agrees to immediately repair any damage to the real estate, the improvements thereon and the mechanical equipment and personal property thereon caused by the acts or omissions of Purchaser or its authorized representatives and Purchaser agrees to replace any damaged item that cannot be repaired with an item of similar or equal quality and value. Purchaser agrees that a representative of Seller shall be present at each inspection or test of the real estate and the improvements thereon. Notwithstanding any contrary provision in this Contract, the foregoing indemnity, defense and hold harmless agreement of Purchaser shall survive any termination of this Contract or the closing and shall apply to any claim made that is not barred by a statute of limitations.

Purchaser may elect to cancel this Contract for any reason in its sole and absolute discretion and shall be entitled to have the earnest money returned (provided Seller has no claim against Purchaser pursuant to the above indemnity, defense and hold harmless agreement of Purchaser) by delivering written notice to the Seller of such termination on or before the

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expiration of the Inspection Period ("Cancellation Notice"). If no Cancellation Notice is received by Seller within the Inspection Period, this Contract shall remain in full force and effect and the earnest money shall remain on deposit. Purchaser shall not be entitled to examine or have copies of financial statements or tax returns of the Seller.

16. Casualty. If subsequent to the date hereof and prior to the date of closing, the improvements on the real estate shall be subject to material damage or destruction by one or more incidents of fire or other casualty, Seller shall promptly give Purchaser notice of such occurrence. Within twenty (20) days following the issuance of such notice, either party hereto may elect to terminate this Contract by written notice to the other party prior to the expiration of such twenty (20) day period whereupon the earnest money together with all interest earned thereon shall be refunded to Purchaser provided Seller has no claim against Purchaser pursuant to Purchaser's indemnity in paragraph 15 of this Contract, (the date of closing shall be extended, if necessary, to grant the parties the aforesaid twenty (20) day period). If neither Purchaser nor Seller elects to terminate this Contract, then this Contract shall remain in force and effect, with the earnest money remaining on deposit, and shall close subject to such damage or destruction. In the event: (a) any such damage or destruction occurs which is not material; or (b) neither party makes the election provided for above to terminate this Contract as a result of material damage or destruction, this transaction shall close and Seller shall at closing pay or credit to Purchaser the amount of all insurance proceeds collected, plus the amount of any deductible, not applied to repair or rebuilding, and assign to Purchaser all insurance proceeds uncollected; provided, however, that: (a) if Seller's proof of loss claim is unconditionally accepted by the insurance carrier and the full amount of the insurance proceeds for repair and rebuilding are made available to Seller either in advance of or concurrently with such repair and rebuilding; (b) the estimated cost of repair and rebuilding as reasonably determined by Seller does not exceed the sum of the insurance proceeds made available to Seller plus the amount of Seller's deductible; and (c) Seller reasonably determines that such repair and rebuilding can be completed not less than ten (10) days prior to closing, then Seller may at its own option undertake the making of such repairs and rebuilding. The term "material damage or destruction" means damage or destruction to the improvements on the Property costing in excess of \$50,000.00 to repair, rebuild, restore, or replace, as reasonably estimated by Seller. Seller currently maintains, and shall maintain to closing, replacement cost property insurance.

17. Condemnation. If subsequent to the date hereof and prior to Closing, all or a material part of the real estate is subjected to a bona fide threat of condemnation by a body having the power of eminent domain, or is taken by eminent domain or condemnation (or sale in lieu thereof), Purchaser, by written notice to Seller, given within fifteen (15) days after Purchaser's receiving actual notice of such threat of condemnation and provided such written notice is received on or before closing, may elect to terminate this Contract whereupon the earnest money deposit together with all interest earned shall be returned to Purchaser provided Seller has no claim against Purchaser pursuant to Purchaser's indemnity in paragraph 15 of this Contract (the date of Closing shall be extended, if necessary, to grant Purchaser the aforesaid fifteen (15) day period). If Purchaser does not elect to so rescind, this Contract shall remain in full force and effect and the purchase contemplated herein, less

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any interest taken by eminent domain or condemnation, shall be effected with no adjustments, and at the Closing, Seller shall assign, transfer, and set over to Purchaser all of Seller's right, title and interest in and to any awards that have been or that may thereafter be made for such taking. For purposes hereof, a material taking of part of the real estate shall be either (a) any portion of any of the buildings; (b) ten percent (10%) or more of the parking areas; or (c) the taking of any portion of the real estate which results in there not being reasonable adequate access to the remaining real estate.

18. Operation and Maintenance. Seller shall operate, repair and maintain the real estate, and the improvements thereon, and the personal property in their present order and condition from the date of Seller's acceptance of this Contract until closing ("Maintenance Period"), normal wear and tear, casualty loss, condemnation, and major repairs and replacements, aggregating in excess of \$5,000.00 excepted. A major repair or replacement is any one item of repair or replacement costing in excess of \$2,500.00 and resulting from any incident or failure or breakdown occurring during the Maintenance Period. Seller shall bear the cost of any major repairs and replacements occurring during the Maintenance Period up to the first \$5,000.00 of the total of such items, either by direct payment therefor or by a credit to Purchaser at closing. The next \$5,000.00 shall be evenly divided between the parties and Purchaser shall reimburse Seller for Purchaser's share of such expenses at the closing or if such repairs are not effected prior to closing, Seller shall credit Purchaser for Seller's share at closing. If the aggregate cost of major repairs and replacements during the Maintenance Period exceeds \$10,000.00, as reasonably estimated by the parties, Purchaser may cancel this Contract upon written notice to Seller at any time on or before closing, and have the earnest money then on deposit returned with interest earned thereon, if any, provided Seller has no claim against Purchaser pursuant to Purchaser's indemnity in paragraph 15 of this Contract, otherwise absent such notice of termination from Purchaser, Purchaser shall solely bear the total amount of such costs in excess of \$10,000.00 and take the real estate subject to such major repairs and replacements provided Seller has contributed, or credited to Purchaser at closing, \$7,500.00 in or for major repairs and replacements. Except in the event of emergency, Seller will give Purchaser written notice of major repairs and replacements required prior to Seller effecting a major repair or replacement.

19. Notice of Violations. Seller shall promptly deliver to Purchaser copies of all written notices of violations of laws, ordinances, orders, regulations or requirements, including but not limited to zoning, building, health, safety, pollution control, environmental, fire or similar laws, ordinances, orders and regulations issued by, filed by or served by, any governmental agency having jurisdiction over the real estate, against or affecting the real estate or improvements thereon received after the date hereof ("Notices of Violation"). Purchaser shall bear the cost of curing any Notices of Violation up to the first \$3,000.00 of the total of such items, either by direct payment therefor or by an additional cash payment to Seller at closing. Seller shall bear the next \$3,000.00 of the cost of curing any Notices of Violation either by direct payment therefor or by credit to Purchaser at closing. If the aggregate cost of curing any Notices of Violation exceeds \$6,000.00 Purchaser shall have the right to terminate this Contract upon written notice to Seller at any time on or before the closing and all earnest money then on deposit, together with interest earned thereon, if any, shall be

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returned to Purchaser provided Seller has no claim against Purchaser pursuant to Purchaser's indemnity in paragraph 15 of this Contract, and absent such notice of termination, Purchaser shall bear all costs of curing Notices of Violation in excess of \$6,000.00.

20. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures with copies to their respective attorneys. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service and be deemed served three days after mailing. Notice may also be served by: (a) personal delivery; (b) overnight courier (i.e., Federal Express, Airborne, UPS or Purolator); or (c) by facsimile transmission, in which event notice shall be deemed served on the date of delivery for personal delivery, one (1) day after deposit with the overnight courier and on the date of transmission, provided that for facsimile transmission, such notice is sent no later than 5:00 p.m. on the business day of the date of transmission, otherwise such notice shall be deemed received by 9:00 a.m. on the next succeeding business day. Notices issued by an attorney for a party shall be deemed notice of the party and notices sent to an attorney for a party will also be deemed notices to the party. The parties and their attorneys are as follows:

If to Seller: 451 Wrightwood Limited Partnership  
Attn: Patricia A. DelRosso  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Phone: (630) 218-8000  
Fax: (630) 218-4955

With a copy to: The Inland Real Estate Group, Inc.  
Attn: H. Dan Bauer, Senior Counsel  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Phone: (630) 218-8000  
Fax: (630) 218-4900

If to Purchaser: B.J.B. Partners, L.L.C.  
1411 W. Peterson, Suite 204  
Park Ridge, Illinois 60068  
Phone: (847) 825-8686  
Fax: (847) 825-8800

With a copy to: Arnold Schwartz, Esq.  
Davidson & Schwartz  
111 N. Canal Street, Suite 394  
Chicago, Illinois 60606-7203  
Phone: (312) 559-0555  
Fax: (312) 559-1314

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21. Deposit. It is agreed that notwithstanding any provision in this Contract to the contrary concerning the return of the earnest money deposit, in the event that the Purchaser would be entitled to a return of its earnest money deposit but for the fact that Seller has a threatened or asserted claim against Purchaser pursuant to Purchaser's indemnity, defense and hold harmless obligations contained in paragraph 15 of this Contract, the earnest money deposit shall be retained in escrow provided (i) not more than \$150,000.00 shall be retained in escrow if Purchaser has also delivered a certificate of liability and property damage insurance covering all inspection trades entering upon the premises during the inspection period; and (ii) if such claim is for a known, liquidated amount, the earnest money deposit less such liquidated amount and less any costs and expenses (including, without limitation, all reasonable attorney's fees) reasonably incurred and anticipated to be incurred by Seller as a result of such claim shall be returned to Purchaser. Until the claim is resolved, the amount specified in the foregoing sentence shall remain in the escrow as partial security for payment of the claim and the above-described costs and expenses that may be incurred by Seller. It is understood that the retention of the earnest money deposit or any portion thereof shall not relieve Purchaser and/or its insurance company from defending and holding harmless Seller and the real estate against all such claims.

It is further agreed that in the event the Purchaser's insurance company notifies Seller in writing that the insurance company: (a) acknowledges coverage of the claim; (b) agrees to defend Seller and title to the real estate against the claim; (c) has sufficient insurance coverage under the policy to cover all amounts claimed together with all costs and expenses necessary to defend the claim; and (d) has retained counsel to represent Seller and the titleholder of the real estate against the claim the amount of the earnest money deposit plus any interest earned thereon and less any deductible under the insurance policy shall be returned to Purchaser with the deductible being retained in the escrow as partial security for payment of the claim. Except in the event of a Seller default hereunder, Seller may require as a condition to the return of the earnest money deposit a recordable acknowledgment from Purchaser of a release by Purchaser of all right, title and interest in and to the real estate.

22. Amendment. This Contract may be amended only by a written memorandum executed by each of the parties hereto.
23. Waiver of Conditions. No waiver of any provision or condition of this Contract by any party shall be valid unless in writing signed by such party or its attorneys. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.
24. Authority of the Parties. Each party represents and warrants to the other party to its knowledge and belief, that neither the execution of this Contract nor the carrying out of the transactions contemplated herein will result in any violation of or be in conflict with any applicable law, rule or regulation of any public, governmental or quasi-governmental agency or authority, or of any instrument or agreement to which it is a party, nor will it result in the creation or imposition of any lien on the real estate nor will it result in the termination or the right to terminate any agreement to which it is a party or which affects the real estate, or violate its governing articles; and no consent or approval of any third party is required for the

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execution of this Contract and both parties are empowered and authorized to execute this Contract. Seller and Purchaser each represent and warrant to the other that it has full power and authority to execute and consummate this Contract. Any individual executing this Contract on behalf of either party warrants that he or she has authority to so execute. Seller warrants that it is the beneficiary of the title holding land trust and holds the full power of direction therein, and shall exercise its power of direction to cause the land trustee to take any and all such actions to effectuate the transaction contemplated herein.

25. No Merger. The terms and provisions of this Contract shall survive closing and shall not be deemed merged into the deed or any other conveyance document delivered at closing.
26. No Agency or Joint Venture Created. None of the terms, provisions or conditions of this Contract shall be construed as creating or constituting Seller as a co-partner or joint venturer with Purchaser, nor constituting Purchaser the agent of Seller, nor shall any of the provisions of this Contract be construed in any manner so as to make Seller liable for the debts or obligations of Purchaser. It is further agreed that none of the terms, provisions or conditions of this Contract shall be construed as creating or constituting Purchaser as a co-partner or joint venturer with Seller, nor constituting Seller the agent of Purchaser, nor shall any of the provisions of this Contract be construed in any manner so as to make Purchaser liable for the debts or obligations of Seller.
27. Attorney's Fees. In the event either party to this Contract institutes litigation against the other party to enforce the terms and provisions hereof, the prevailing party in such litigation shall be entitled to collect from the non-prevailing party all of such prevailing party's costs and expenses of such litigation, including, without limitation, all attorney's and paralegal fees through all proceedings, including all appellate proceedings.
28. Counterparts. This Contract may be executed by the exchange of facsimile signature pages (with hard copy originals to follow by overnight delivery service) and in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Contract.
29. Lead-Based Paint Disclosure. Purchaser and its duly authorized representatives shall have ten (10) days ("Lead-Based Paint Inspection Period") after the date this Contract is executed by Seller and delivered to Purchaser to inspect the real estate and improvements thereon for lead-based paint. Purchaser hereby acknowledges receipt of the attached Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards together with the Protect Your Family From Lead in Your Home EPA pamphlet. It is understood that the Purchaser shall be permitted to terminate this Contract by written notice to Seller within the Lead-Based Paint Inspection Period if the results of said inspections and reviews disclose lead-based paint hazards that are unacceptable to Purchaser. If applicable notice is given, this Contract shall automatically terminate and all earnest money, plus accrued interest shall be paid to the Purchaser provided Seller has no claim against Purchaser pursuant to Purchaser's indemnity contained in paragraph 15. If Purchaser fails to provide applicable notice of termination during the Lead-Based Paint Inspection Period, this Contract shall remain in full

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force and effect. In the event this Contract terminates as above stated, after return of Purchaser's earnest money, neither Purchaser nor Seller shall owe the other party any further duties or obligations hereunder, except for Purchaser's duties and obligations under its indemnity, defense and hold harmless agreement contained in paragraph 15 which shall survive the cancellation and/or termination of this Contract as provided in said paragraph 15. Purchaser acknowledges receipt of the Lead Operations and Maintenance Program report dated November 20, 1995 and prepared by Environmental Engineering & Analytical Services and the Lead Operations and Maintenance Program report dated October, 1999 and prepared by EarthTech, Inc.

30. Acceptance Date. The "Acceptance Date" of this Contract shall be the later of the date on which Purchaser executes this Contract and the date on which Seller executes this Contract. All references in this Contract to "the date hereof" or "the date of this Contract" shall mean the "Acceptance Date." If this Contract has not been fully executed and delivered by both parties on or before September 15, 2000, the Contract shall be void and of no force or effect.
31. Survival. The terms of this Contract shall survive the closing and shall continue in full force and effect until fully and completely performed, including, but not limited to, the provisions of paragraph 15 above.
32. Entire Agreement. This Contract sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated herein.
33. Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties and the heirs, representatives, successors and permitted assigns of Seller and the successors and assigns of Purchaser.
34. Miscellaneous.
  - (a) No provision contained in this Contract shall create or give to any third party any claim or right of action against any of the parties.
  - (b) Any consent requested or required by one party under the terms of this Contract shall not be unreasonably withheld or delayed by the other party hereto, except where otherwise specifically provided herein.
  - (c) All exhibits attached hereto are incorporated herein by reference and made a part of this Contract.
  - (d) The section headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.
  - (e) Failure of either Purchaser or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements and/or conditions of this Contract,



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or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant, agreement, condition or right.

- (f) Notwithstanding anything contained herein to the contrary, should the date required hereunder for the giving of any notice or the performance of any act fall on a Saturday, Sunday or legal holiday, such date shall automatically extend to the next day which is not a Saturday, Sunday or legal holiday.
- (g) Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

35. Section 1031 Exchange. Purchaser hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this Contract. Purchaser expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg.

Nothing contained herein shall require Seller to take title to any other real property as the result of such exchange. Purchaser shall pay all costs incident to its Section 1031 exchange.

IN WITNESS WHEREOF, Purchaser and Seller have each executed this Contract on the dates listed below.

**SELLER:**

451 WRIGHTWOOD LIMITED  
PARTNERSHIP, an Illinois limited  
partnership, by Inland Real Estate  
Investment Corporation, a Delaware  
corporation, its general partner

By: Patricia A. Adlasso

Its: senior

Date: 9/15/00

**PURCHASER:**

B.J.E. PARTNERS, L.L.C.,  
an Illinois limited liability company

By: James W. Purcell, Member  
James W. Purcell  
Member

Date: 9/15/00

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## EXHIBIT "A"

### LEGAL DESCRIPTION

ALL OF LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AS DOCUMENT NUMBER 54271 IN BOOK 171 AND PAGE 69, ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property: 451 W. Wrightwood, Chicago, Illinois

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## EXHIBIT "B"

### TITLE MATTERS

1. General real estate taxes and assessments for 2000 and all subsequent years.
2. RIGHTS OF THE COMMONWEALTH EDISON COMPANY TO INSTALL, CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRICAL SERVICE STATION ON THE LAND AND OTHER PROPERTY FOR THE PURPOSE OF SUPPLYING ELECTRICITY TO THE LAND AND OTHER PROPERTY UNDER AN UNRECORDED AGREEMENT DATED JUNE 13, 1958 AS DISCLOSED BY SURVEY NUMBER 8709025-A AND DATED OCTOBER 21, 1987 BY CHICAGO GUARANTEE SURVEY COMPANY (AFFECTS THE EASTERLY 10 FEET OF THE NORTHERLY 14.73 FEET OF THE SOUTHERLY 37.73 FEET OF THE LAND AND OTHER PROPERTY).
3. THE BUILDING LOCATED MAINLY ON THE LAND ENCROACHES OVER THE BOUNDARIES OF THE LAND AS FOLLOWS:
  - (a) COMMENCING AT THE NORTHWEST CORNER OF THE LAND AND EXTENDING ALONG THE NORTHERLY LINE A DISTANCE OF 13.50 FEET, THE BASE OF THE BUILDING ENCROACHES OVER SAID NORTHERLY LINE BY VARIOUS DISTANCES RANGING FROM APPROXIMATELY .32 FEET TO .54 FEET, AND THE MAIN FACE OF THE BUILDING ENCROACHES OVER SAID NORTHERLY LINE BY VARIOUS DISTANCES RANGING APPROXIMATELY 0.10 FEET TO .31 FEET.
  - (b) COMMENCING AT THE NORTHWEST CORNER OF THE LAND AND EXTENDING ALONG THE WESTERLY LINE FOR A DISTANCE OF APPROXIMATELY 11.01 FEET, THE BASE OF THE BUILDING ENCROACHES OVER SAID WESTERLY LINE BY VARIOUS DISTANCES RANGING FROM APPROXIMATELY .06 FEET TO .032 FEET AND THE MAIN FACE OF THE BUILDING ENCROACHES OVER SAID WESTERLY LINE BY VARIOUS DISTANCES RANGING FROM APPROXIMATELY .07 FEET TO .10 FEET.
  - (c) COMMENCING AT THE NORTHEAST CORNER OF THE BUILDING AND EXTENDING ALONG THE NORTHERLY FRONT OF THE BUILDING FOR A DISTANCE OF APPROXIMATELY 14 FEET, THE BASE OF THE BUILDING ENCROACHES OVER THE NORTHERLY LINE A DISTANCE OF APPROXIMATELY .25 FEET AND THE MAIN FACE OF THE BUILDING ENCROACHES OVER THE NORTHERLY LINE A DISTANCE OF APPROXIMATELY .03 FEET.
  - (d) BASE OF BUILDING ENCROACHES OVER THE SOUTHERLY LINE APPROXIMATELY .16 FEET.
  - (e) NOTE: FIRE ESCAPE ON SOUTHERLY WALL OF BUILDING EXTENDS APPROXIMATELY .16 FEET.
4. LAUNDRY LEASE DATED DECEMBER 20, 1983 AND RECORDED JANUARY 17, 1984 AS DOCUMENT 26931703 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1972 AND KNOWN AS TRUST NUMBER 25038, LESSOR TO STANDARD VENDING CORPORATION, LESSEE ASSIGNED TO BEST VEND CORPORATION

LEASE WAS FURTHER ASSIGNED BY MESNE UNRECORDED ASSIGNMENTS TO MACKE LAUNDRY SERVICE-MIDWEST L.P. AND THE TERM EXTENDED TO 3/31, 2009.

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## EXHIBIT "B"

### TITLE MATTERS

5. Encroachments of 12 story brick building located mainly on the subject property onto public streets and alley as shown on survey made by Chicago Guarantee Survey Company, Order No. 8308008 dated August 24, 1983 as follows:
- a. Base is 0.16 feet Southerly on South line.
  - b. Main face (at just above base) is 0.05 feet Northwesterly at Southwesterly corner.
  - c. Base is from 0.28 to 0.32 feet Southwesterly near Northwest corner.
  - d. Main face is from 0.07 to 0.10 feet Southwesterly near Northwest corner.
  - e. Base is 0.06 feet Southwesterly and 0.32 feet Northwesterly at Northwest corner.
  - f. Main face is 0.15 feet Northwesterly and 0.10 feet Northwesterly at Northwest corner.
  - g. Base is from 0.50 to 0.54 feet Northwesterly near Northwest corner.
  - h. Main face is from 0.29 to 0.31 feet Northwesterly near Northwest corner.
  - i. Base is 0.25 feet Northwesterly near Northeast corner of building.
  - j. Main face is 0.03 feet Northwesterly near Northeast corner of building.
6. Encroachment by canopies, coping, cornices, ledges and decorative ornamentation affixed to the building situated on the land, which may become subject to removal pursuant to an exercise of municipal police power.

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EXHIBIT "C"

UTILITY BILLS

See attached.

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EXHIBIT "D"

## UNION COLLECTIVE BARGAINING AGREEMENT

See attached.

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INLAND

Inland Real Estate Investment Corporation  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
630-218-8000 800-826-8228

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August 1, 2000

Doug Hart, President  
Service Employees Local No. 1  
940 W. Adams St., Suite #200  
Chicago, IL 60601

RE: Agreement by and between 451-Wrightwood Limited Partnership and Local No. 1

Dear Mr. Hart:

146

This letter is to serve as notice of our intention to negotiate the labor agreement at the above stated location. As always, the employer's request to bargain is conditional upon its continuing contractual relationship with the subject properties.

If you have any questions concerning this matter, please contact me.

Sincerely,

INLAND REAL ESTATE INVESTMENT CORPORATION

*Patricia A. DelRosso*

Patricia A. DelRosso  
Senior Vice President

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WHO YOU INVEST WITH IS EVERYTHING

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## Sample Disclosure Format for Target Housing Sales Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure (initial)

LHA (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lead Operations and Maintenance Program report dated November 20, 1995 and prepared by Environmental Engineering & Analytical Services and Lead Operations and Maintenance Program report dated October, 1999 and prepared by EarthTech, Inc.

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MH (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lead Operations and Maintenance Program report dated November 20, 1995 and prepared by Environmental Engineering & Analytical Services and Lead Operations and Maintenance Program report dated October, 1999 and prepared by EarthTech, Inc.

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

cut (c) Purchaser has received copies of all information listed above.  
cut (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.  
cut (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

\_\_\_\_ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

#### SELLER:

451 WRIGHTWOOD LIMITED PARTNERSHIP,  
an Illinois limited partnership, by Inland Real  
Estate Investment Corporation, a Delaware  
corporation, its general partner

By: Patricia A. DelRosso  
Patricia A. DelRosso, Sr. Vice President

Date: 9/15/00

Seller

Date

Agent

Date

Purchaser

Date



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## Sample Disclosure Format for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports (available to the lessor) (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

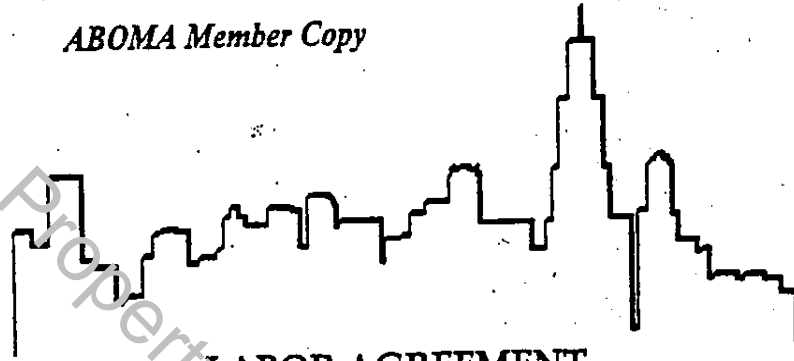
\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

EXHIBIT "D"  
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*ABOMA Member Copy*



**LABOR AGREEMENT**

By and Between  
**APARTMENT BUILDING OWNERS  
AND MANAGERS ASSOCIATION  
OF ILLINOIS**  
and  
**SERVICE EMPLOYEES LOCAL NO. 1  
BUILDING SERVICES DIVISION  
OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION AFL-CIO**

**COVERING  
FIREPROOF APARTMENT BUILDINGS**

for the period  
**December 1, 1998 through November 30, 2000**

**10083755**

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Property of Cook County

PARTIES TO THE AGREEMENT

This Agreement is made and entered into effective as of December 1, 1998 by and between SERVICE EMPLOYEES LOCAL NO. 1 of Service Employees International Union (AFL-CIO) (the "Union") and APARTMENT BUILDING OWNERS AND MANAGERS ASSOCIATION OF ILLINOIS (the "Association") acting for and on behalf of itself and each of the Owners and other Employers (as defined in Article II, Section 1(f) hereof) of specified premises (as defined in Article II, Section 1(e) hereof) represented by the Association who have authorized the Association to enter into this Agreement. It is intended that this Agreement shall constitute the Standard Agreement for premises (as defined in Article II, Section 1(c) hereof) within the jurisdictional area of the Union (as defined in Article II, Section 1(b) hereof). Accordingly, the parties to this Agreement shall also include any other Employers who have agreed to, adopted, or assented to be bound by this Agreement (or who hereafter so agree) whether or not such agreement, adoption, or assent is signified in writing, in practice, or by other conduct. This Agreement shall, in addition, be binding upon the successors, administrators, executors and assigns of each Owner and/or Employer of premises covered thereby whether such be voluntary or by operation of law.

ARTICLE I  
Effective Date and Duration

Section 1. Duration. This Agreement shall become effective December 1, 1998 and shall remain in full force and effect until November 30, 2000, provided that this Agreement shall continue in full force and effect thereafter until terminated by either party giving to the other no less than sixty (60) days prior written notice of its intention to terminate the Agreement, which notice shall be delivered in person or sent by first class mail to the other party.

Section 2. Termination Procedure. In the event that a sixty (60) day termination notice is sent by either party to the other pursuant to Article I, Section 1 hereof, the Association and the Union shall each appoint a Committee to meet to negotiate and engage in collective bargaining negotiations. Such negotiations shall commence promptly. Unless extended by mutual agreement, such negotiations shall be concluded within thirty (30) days after the first meeting of the Committee. Failure to reach an Agreement within the thirty (30) day period shall (unless the parties otherwise agree in writing) automatically terminate the Agreement at the conclusion of the sixty (60) day period or November 30, 2000, whichever date is later.

ARTICLE II  
Definitions and Application of Agreement

Section 1. The following terms as used in this Agreement, unless the context indicates otherwise, shall have the following meanings and the Agreement shall have the following application:

- (a) "Notice" or "Notification". When required by an Employer, "notice" or "notification" means written notice sent by first class mail to the Union at its main office at 940 West Adams Street, Chicago, Illinois 60607. A copy by first class mail shall be sent to the District Office of the Union, where such exists, in the district in which the premises is located. Failure to provide timely notice to the District office will not nullify the effect of providing timely notice to the main office of the Union.
- (b) "Jurisdictional Area". The jurisdictional area of the Union shall include but shall not be limited to buildings and premises in Cook, Kane, DuPage, Will, McHenry, Lake and Kendall counties.
- (c) "Premises". Premises means any buildings or any complex or any project of more than one (1) building of fireproof construction, four (4) stories or more in height, in which there are one or more flats, apartments, or units, including private garages, stores, shopping centers, offices (if any) and the like, and including all floors, hallways, stairways, basements, porches, approaches, yards, lawns and abutting sidewalks and pathways comprising the property in which employees covered by this Agreement perform services; provided, however, this Section shall not be construed to give the Union jurisdiction over any employees employed on the premises who are already represented by another union pursuant to an existing collective bargaining agreement.

(d) "Apartment" or "Flat". Apartment or flat means that part of the premises rented or occupied for private use by a tenant or other resident or used by the Employer.

(e) "Specified Premises". Specified premises in the case of each Employer means those premises which are listed on Schedule A attached hereto and any supplement thereto and such additional premises of employers who hereafter authorize the Association to act as their collective bargaining representative in respect to particular premises. ABOMA shall furnish to the Union, on or about October 30 of each year of this Agreement, an updated list of ABOMA members who have authorized ABOMA to negotiate on their behalf, including a list of all specified premises covered under the Agreement with respect to each such member. For each specified premises the Association or Employer will provide the Union with names and addresses of the Owner or Management Representatives or Agent, the applicable Federal employer identification number, and the address of the premises. It is the understanding of the parties that without regard to whether or not a particular building is listed in Schedule A and any supplement thereto, this Agreement will also cover all premises: (1) which were covered under the Fireproof Apartment Buildings Agreement of December 1, 1966 unless the Union was notified in writing prior to October 1, 1998 that the Owner of such premises did not desire such premises to be covered; and (2) which any Employer specifies or signifies is covered whether or not such a coverage is evidenced in writing, by practice or by other conduct, as in the case where, for example, an Employer recognizes the application of the Agreement by operating under its terms and by making contributions to the Local No. 1 Health Fund or Local No. 1 Pension Trust Fund and/or Local No. 1 Training Fund, or by any other conduct or actions consistent with an affirmation of the coverage of the premises by the Agreement. Notwithstanding the coverage by this Agreement of premises not listed in Schedule A, or supplement thereto, it is expressly understood that no premises are covered by this Agreement solely by reason of being owned, managed or represented by an Employer who maintains, operates, and/or conducts "specified premises" as defined in this Section.

(f) "Employer". An Employer means an Owner and any other person designated by an Owner, whether acting as a Management Agent or Representative or as the association, board or other body designated by the owners of a condominium or cooperative building, or in any other capacity, to maintain, operate and/or control "specified premises" of the Owner within the jurisdictional area of the Union, and to hire and direct employees to perform "duties" covered by this Agreement in respect to such "specified premises", and/or to be responsible for the tenure, terms and conditions of such employment and/or the administration thereof. The term Employer includes but is not limited to: (1) all Employers who have designated or hereafter designate the Association as their collective bargaining representative in the negotiation of this Agreement in respect to specified premises; (2) all Employers with respect to premises which were covered under the Fireproof Apartment Buildings Agreement of December 1, 1966 whether such coverage was signified in writing, in practice or by other conduct, unless the Union was notified in writing prior to October 1, 1998 that the Owner of the premises did not desire to be covered by this Agreement; (3) all other persons who agree to adopt or assent to be covered by this Agreement whether signified in writing, in practice, or by other conduct; and (4) the Owner of any premises operated under this Agreement irrespective of the extent, if any, to which the Owner has retained or delegated to any management representative or agent or any other person any of the functions or responsibilities of an Employer. Each such management representative or agent or any other person who is a party to this Agreement or who has designated the Association to represent it in negotiations for this Agreement or to bring into this Agreement on its behalf for specified premises shall be deemed also to be acting for and on behalf of the Owner as a party to this Agreement in respect to the premises specified and such Management Agent or Representative or other person hereby expressly warrants that in so doing he is fully authorized by the Owner to bind the Owner as a party thereto and, upon written request, shall assign to the Union written evidence of such authorization to bind the Owner, but such Management Agent or Representative is not bound with respect to any premises which are not "specified premises" solely by reason of its managing or representing premises which are "specified premises". For the purposes of this Agreement, the term "Owner" shall not mean the individual shareholders of a cooperative building, but shall mean such person or persons designated by and acting for and on behalf of such owners or shareholders collectively as in the case of a Management Agent or Representative or as the association, board, or other such body acting as an Employer in their stead. The term "Employer" shall include the successors, administrators, executors and assigns of the Employer.

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(g) "Employee". An Employee means and includes persons employed by an Employer in the following classifications:

(1) "Head Janitor". Head Janitor means any employee engaged by the Employer to do the work and as a matter of routine to transmit the Employer's directions and instructions in respect to the performance of the work involved in the maintenance, cleaning, servicing, heating and operation of the premises, but such employee shall have no authority to hire, discharge, or otherwise discipline or reward other employees, to adjust their grievances, or to recommend any action in respect to discipline of their status as employees, or terms or conditions affecting their employment. An Employer may, however, authorize a Head Janitor if an emergency to direct the physical removal of any employee from the premises when the conduct of such person constitutes a hazard to the safe operation of the premises or the safety of its occupants. Whenever the term Janitor is used in this Agreement, it shall interchangeably also mean Head Janitor.

(2) "Exclusive Service Head Janitor". This term refers to a Head Janitor who is employed to render services for an Employer exclusively in respect to premises at a specified location consisting of a single building or a single complex of buildings at such location and who is not permitted to service any other premises for any other employer or at another location.

(3) "Assistant Head Janitor". Assistant Head Janitor means any employee who is engaged by the Employer to assist the Head Janitor in the performance of his duties and responsibilities with like availability in respect to hours and emergency situations.

(4) "Helper A". Helper A means any employee engaged by the Employer to perform such duties with respect to the premises as are defined and enumerated in this Agreement.

(5) "Helper A Trainee". Helper A Trainee means any newly hired employee who is to be trained for a position as a Helper A and who has less than one year's previous experience in the industry as a Janitor or Helper A. The training period may not exceed 12 consecutive months. If the Helper A Trainee cannot satisfactorily perform the work of a Helper A at the end of the training period, the employee may be transferred to the classification of Helper C if such job is available.

(6) "Helper C". Helper C means any employee engaged by the Employer to perform such duties with respect to the premises as are defined and enumerated in Article IV, Section 1(a)-(c) of this Agreement.

(7) "Helper C Trainee". Helper C Trainee means any newly hired employee who is to be trained for a position as a Helper C. The training period may not exceed 6 consecutive months.

(8) "Swimming Pool Attendant". Swimming Pool Attendant means an employee, including a lifeguard, who performs maintenance or cleaning services with respect to swimming pool operations in addition to other duties.

(9) "Maintenance Employee and Other Job Classifications". Such classifications cover employees engaged by the Employer, under such job titles as the Employer may designate, to perform primarily and on a non-seasonal basis such duties as the Employer may require in respect to the physical care, maintenance and operation of the premises other than general janitorial or custodial services.

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(h) "Apparatus" Apparatus means appliances, such as boilers, furnaces, gas and oil burners, electrical heat and other heating plant devices and mechanisms, incinerators, stokers, smoke abatement devices, pumps, refrigeration machines, air conditioning equipment, elevators, vacuum cleaners, motors and ash hoists which are permanently installed in the premises, garbage and refuse disposal equipment, and other like and related equipment, the operation of which constitutes an essential adjunct in the servicing of the premises and such other appliances which, if not usual to the servicing of premises, shall be agreed upon between the Employer and the Union.

(i) "Equipment" Equipment means appliances such as furnishings, carpets, cleaning devices, windows and door screens, storm doors and storm windows and similar articles commonly considered necessary to the furnishing and operation of the premises.

(j) "Gas, Electric or Oil Heat" Such reference means and applies only to premises heated with gas, electric or oil and operated with automatic controls.

(k) "Time Computations" All references herein to the number of days in computing time limitations shall mean calendar days, unless specified otherwise.

Section 2. Permits for Temporary Employees. All employees who are hired on a temporary or substitute basis as defined by this Agreement shall be required to secure a Union Permit.

**ARTICLE III  
Union Recognition, Security, Hiring and Staffing**

Section 1. Recognition. The Employer recognizes the Union as the sole bargaining agent for the employees defined or otherwise referred to in this Agreement and shall bargain collectively with the Union as the exclusive collective bargaining agent for such employees with respect to rates of pay, wages, hours and terms and conditions of employment.

Section 2. Union Shop. All employees, as a condition of employment, shall be or become members of the Union on the 31st calendar day following the effective date of this Agreement or the 31st day of their employment, whichever is the later, and shall remain members of the Union in good standing during the life of this Agreement as defined by the Labor-Management Relations Act of 1947, as amended. For the purposes of this Agreement, Union membership shall mean only that the employee has tendered to the Union the lawfully required initiation fees and periodic dues uniformly required as a condition of retaining membership in the Union. The Employer shall discharge an employee for non-payment of Union initiation fees or dues ten (10) days after receipt of written notice by the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice; (a) that the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will in writing, monthly Union dues, in advance, in the first pay period of each month. Such deductions shall be assessed interest at the rate of one percent (1%) per month.

Section 3. Dues Deduction. The Employer shall deduct from the wages of any employee who authorizes such deductions in writing, monthly Union dues, in advance, in the first pay period of each month. Such deductions shall be assessed interest at the rate of one percent (1%) per month.

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Section 4. Vacancies and Hiring. The Employer will inform the Union of all job vacancies and shall secure all employees through the Union to the extent that the Union can promptly supply qualified employees, if available. The Union agrees to refer qualified employees on a non-discriminatory basis.

(a) Employees Information. The Employer shall notify the Union of the names, addresses, social security numbers, classifications, dates of hire, and wage rates of all new employees within five (5) working days of their hire.

(b) Probationary Employees. Newly hired employees shall be considered probationary employees until they have completed a 90-day period of employment. The probationary period may be extended upon good cause shown with the approval of the Union. The employee's obligation to pay Union dues in accordance with Article III of this Agreement arises upon completion of his initial thirty (30) calendar days of employment.

(c) Employee List. On or about December 1 and May 1 of each year, the Employer shall provide to the Union a complete list of all employees covered by this Agreement.

Section 5. Union Visitation. Any authorized representative of the Union shall, upon prior notice to the Employer, be permitted to meet with any employee during working hours at the place of his employment, provided that there shall be no interference with employees' duties. Reasonable requests for visitation shall not be denied by the Employer.

**Section 6. Staffing.**

(a) On premises where one or more janitors are employed, at least one of such employees shall be classified as a Head Janitor, whether the employee shall be an exclusive or non-exclusive Head Janitor.

(b) The employment of employees in the classification of Helper C is subject to the following conditions:

(1) No employee employed at the premises on the effective date of this Agreement may be terminated for the purpose of replacing such employee with a Helper C or Helper C Trainee.

(2) For premises with 12 or fewer regular employees covered by this Agreement, the ratio of Helpers C to the entire janitorial staff shall be as follows:

Total Janitorial Staff	Maximum No. of Cs Allowed
1	0
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	4
11	5
12	5

For premises with more than 12 regular employees covered by this Agreement, the percentage of Helpers C within the entire janitorial staff shall not exceed forty-two (42%) percent.

- (3) Where a Helper A or higher classified employee is discharged for just cause or leaves his employment voluntarily, such employee may not be replaced by a Helper C unless the formula provided herein is followed or after the negotiation with a Helper C agreement of the Union. However, no presently employed Head Janitor, Assistant Head Janitor, Helper A or Helper A Trainee may be replaced by a Helper C or Helper C Trainee.
- (4) Any change in staffing pattern which increases the number of Helpers C at any Premises shall be the subject of negotiation and written agreement with the Union.
- (5) Any negotiated reduction-in-force of any employee covered by this Labor Agreement shall be according to seniority as provided in Article V, Section 3 of the Agreement as presently amended. Any such employee covered by the Labor Agreement affected by such negotiated restructuring resulting in a reduction-in-force of employees and an addition of Helper(s) C shall be entitled to preferential hiring if such affected employee wishes to apply for said new Helper C position.
- (6) In cases of bona fide emergencies and/or vacation relief, a Helper C may occasionally perform duties outside the scope of the Helper C classification on the basis of seniority; provided that the Helper C performing such other duties shall be considered a Helper A or a higher classification and shall be entitled to the applicable wages for such work performed, unless prior written agreement to the contrary has been reached with the Union.
- (7) In cases of new buildings or other premises that have no prior established staffing pattern, only items 2 and 6 above shall be applicable.
- (8) In the event of any controversy or disagreement, for any reason whatsoever, determination of the number of employees necessary at any building or premises shall, at the election of the Employer or the Union, be a matter for arbitration under Article XVI of this Agreement.
- (d) In the event a Head Janitor is unavailable for work for more than three (3) consecutive days, the employee temporarily assigned to perform the principal duties of the Head Janitor shall be paid at a rate not less than the minimum monthly wage rate established for the Head Janitor under this Agreement, commencing on the fourth day of such temporary assignment.

#### ARTICLE IV The Duties of the Employees

Section 1. Duties Covered. It shall be the duty of the employee to safeguard the interest of the Employer in every possible manner, to render him efficient, capable and loyal service, and to maintain the premises, apparatus, and equipment in good and proper condition and to protect it against avoidable damage, loss and deterioration, and no lesser service shall be considered in harmony with the intent and spirit of this Agreement. The Employee shall be obligated to wear, and to use all provided safety equipment, and maintain them in a reasonable fashion. All equipment purchased by the Employer must be returned to the Employer upon termination of employment. The employees shall perform such work and duties as are necessary to carry out the intent and spirit of this Section and this Agreement. Employees shall be obligated to be on time for their shift. In respect to any premises, employees shall continue, if required by the Employer, to perform such necessary as they have previously performed, subject to the agreement of the Union. It is further agreed that the employees will obtain all governmental certifications as mandated by law for performance of the duties of the employee's position. After no attempts (at the Employer's expense) to pass each educational criteria the employee will be responsible for the cost of any additional attempts and after the third or subsequent failure to pass, the employee can be demoted or transferred by the Employer.

In addition to these general duties, employees shall perform duties as set forth herein.  
Helpers C and Helper C Trainee shall be responsible for the following duties:

- (a) Keeping the premises clean and in order and employing reasonable diligence in the removal of snow to afford ready access into and out of the buildings and garages belonging to the premises.
  - (b) Putting all ashes and other refuse into the receptacles provided by the premises for waste removal.
  - (c) Sweeping, dusting, vacuuming, mopping, and washing vacant apartments or halls, common areas (including party rooms, swimming pools, locker rooms, laundry rooms, etc.), keeping the plumbing fixtures, refrigerators and gas or electric ranges clean, and washing windows as often as may be necessary to keep the premises in presentable condition for rental, provided that employees shall not be required or permitted to wash windows on the outside above the ground level. In cases where there is an abnormal tenant turnover so that the need to clean vacant apartments cannot be fulfilled within the scope of the employee's normal daily duties, the Employer shall place an abnormal burden upon the employees, such employee shall either be scheduled to work overtime for the completion of such work or shall not be required to perform all of the duties normally assigned by him in order that such work may be performed, it being understood that the basic principle shall be a fair day's work during a regular work day.
- In addition to all the above duties of Helpers C, it shall be the responsibility of all other classifications set forth in Article II, Section 1(g), except Swimming Pool Attendants, to perform the following duties:
- (d) Keeping the premises supplied with hot water at all times, keeping the premises heated in the cooler months, keeping the premises cooled in the warmer months where central air conditioning has been supplied; performing routine maintenance and repair on central and individual air conditioning units owned by the Employers under this Agreement or, where previously authorized or performed, in respect to units located in condominium or cooperative apartments; and making the most effective and economical use of the fuel and supplies furnished for these purposes.
  - (e) Giving such care to apparatus as may be necessary for its continuous operation and functioning, and conserving equipment and keeping it in good condition. Emergency repairs required to prevent immediate damage shall be performed.
  - (f) Assisting in the renting of vacant apartments, offices and garages or other vacancies on the premises by showing them to prospective tenants upon proper authorization by the Employer. Such showing of vacant premises shall be required only during the employee's regular working hours and, when deemed necessary, by appointment made and verified by the Employer. The Employer shall not use the employee's telephone number in any advertisement relating to rentals unless authorized by the Employer. No employee shall be used to assist in the sale of any premises by showing it to any prospective buyer, except when accompanied by a representative of the Employer, nor shall any employee make any statement to a prospective buyer covering the occupancy or condition of the premises or the apparatus or equipment pertaining thereto.
  - (g) In respect to work done by other workmen on the premises, the employee may be requested to observe the progress of the work, report thereon to the Employer and give his best opinion concerning the satisfactory performance of such work.

(h) Putting up and taking down window and door screens, storm doors, and windows as the season requires or according to any local ordinance or regulation, and keeping such equipment in presentable condition and properly stored when not in use. In respect to storm windows, the Employer shall provide employees with such additional help as is reasonably necessary to aid and assist this work.

(i) To supply hand tools at his own expense.

(j) In addition to all the above duties, Head Janitors and Assistant Head Janitors shall be required to subscribe for telephone service at their place of residence and to pay for the cost of local calls. The Employer shall reimburse the employee for all calls made in the discharge of his duties for the Employer. The employee's telephone shall be listed in the telephone book. No reimbursement shall be made for calls which do not exceed the normal charge provided under the service subscribed to by the employee. To be entitled to reimbursement, the employee shall keep (and furnish upon request) a record of the telephone numbers called, the name of the party called, the nature of the call (i.e., supplier, contractor, tenant, etc.) and the date of the call.

Section 2. Prohibited Work. Employees shall not be required by an Employer:

(a) To do work which will conflict with the recognized field of work of any other union except in cases of emergency or where the interest of the Employer will suffer from failure to have the work done at once, and except, further, as may be permitted pursuant to Subsection (d) of this Section 2.

(b) To collect rents or manage the property.

(c) To serve or deliver legal notices to tenants.

(d) To perform duties not normally considered janitorial or custodial in nature, unless it is work which has been regularly performed in the past by employees on the premises to the knowledge and with the consent of the Union. An Employer who desires an employee to perform special assignments in addition to his regular duties shall notify and discuss the work in question with the Union. The basis of compensation for such work, in addition to the regular wages dues under this Agreement, shall be negotiated with the Union. In the event that the Employer and the Union disagree as to the appropriate wage after discussion, this wage dispute may be submitted to arbitration under Article XVI of this Agreement.

(e) To use their apartment as receiving rooms or to act as receiving clerks, except in emergencies.

(f) To hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees, or to recommend such action, or to adjust their grievances. In no event shall a Head Janitor be either required or permitted to perform such supervisor duties, nor to prepare or execute a written recommendation that an employee covered by this Agreement is to be discharged, suspended, or otherwise disciplined. However, this shall not limit the requirement that any employee covered by the collective bargaining agreement may be asked to give a written statement as to his knowledge of the facts which were involved and resulted in the disciplinary action.

(g) To make up their regular work when they are taken away from their normal jobs to perform assignments or duties at the direction of the Employer, unless their regular work may be reasonably performed during their regular working hours or performed as overtime work upon agreement by the employee.

(h) To utilize his or her spouse to perform or assist in the performance of his job, nor shall such work be permitted, except to take or transmit messages when the spouse is available.

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(i) To employ or to permit the employment of others to assist him in the performance of service under this Agreement. Nor shall any employee undertake to work for any Employer at more premises than can reasonably be serviced faithfully and efficiently in accordance with the provisions of Section 1 of this Article IV.

(j) To take orders from any tenant or other person not expressly designated by the Employer to give orders, except in case of emergency.

(k) Persons who are not members of the bargaining unit shall not be permitted to do unit work or work covered by this Agreement, except in emergencies or when unit employees are not readily available.

Section 3. Employee Obligation. Upon Termination. An employee shall give the Employer fourteen (14) days' notice in writing before leaving his job, or an employee who fails to perform his duties during the notice period shall be subject to termination prior to the expiration of the notice period. If the employee finds it necessary to leave before the expiration of such notice period, he shall, with the prior approval of the Employer, furnish a temporary qualified substitute. The Employer shall be entitled to employ temporary employees to carry on services until such time as a regular replacement can be engaged.

Section 4. Obligation to Release Apartment. An employee who is discharged for just cause or who quits shall vacate any apartment which has been furnished him under this Agreement not later than fourteen (14) days after notice of discharge or quit, unless extended by agreement, and shall at that time, in addition, return to the Employer all keys, equipment or other property of the Employer for which the employee has signed as having received, excepting only such property as was necessarily expended in the course of employment. An employee who is discharged immediately, in accordance with Article V, Section 2, shall also vacate any apartment furnished under this Agreement not later than four (4) days after the termination.

The Union shall utilize its best efforts to require affected employees to comply strictly with this requirement. If such efforts are unsuccessful, the employee will be liable for the payment of rent for each day he remains in the apartment after the effective date of the termination or the agreed extension of time for vacating the apartment. The amount of daily rent shall be the pro rata amount of a monthly rent equal to 25% of the employee's regular wage rate but shall not be in excess of the amount permitted or provided under any law or program applicable to such building.

ARTICLE V

The Obligations of the Employer

Section 1. General Obligations. The Employer shall have the following obligations:

(a) To pay the wages of employees in accordance with the basic wage scale and to provide for all other benefits established under this Agreement.

(b) To furnish uniforms if required by the Employer and to clean and repair them at the Employer's expense. However, it shall be the employee's responsibility to clean and maintain the uniform when the employee fails to return the uniform for cleaning in a timely manner.

(c) The Employer shall provide the original pieces of safety equipment.

(d) The Employer may prohibit the wearing of sandals, athletic shoes, open toed or other non-work related shoes by employees.



Section 2. Discharges. No employee shall be disciplined or discharged except for just cause. In cases of gross misconduct (including, but not limited to, dishonesty, insubordination and the like, willful destruction of the Employer's property, drinking alcohol on the job, possession or unauthorized use of controlled or illegal substances on the premises, or working under the influence of alcohol and/or drugs) employees may be subject to summary discharge without prior notice. Subsequent written notice of discharge shall be provided to the employee and the Union within five (5) days of the discharge. In all other cases, employees shall be entitled to fourteen (14) days' written notice of discharge with a copy of such notice to be simultaneously sent to the Union. Failure to notify the Union in this regard shall nullify the notice to the employee. The notice shall state the reasons for the discharge and shall be signed by the Employer or his designated representative. In no event shall the notice be signed by an employee in the bargaining unit. Where the Union consents, the Employer may be permitted to pay the employee for the fourteen (14) days instead of keeping him on the job. In any event, where the discharge is immediate, the employee shall be permitted to occupy the apartment furnished on the premises for no more than fourteen (14) days thereafter. During the fourteen (14) day period, the Union shall investigate the reasons for discharge and may give the discharge pursuant to Article XVII if it is of the opinion that the discharge was not for just cause. No employee shall be discharged while he is not at work due to vacation or illness. Except as otherwise provided herein, all monies due or which have accrued, including vacation or accrued vacation allowances and holiday pay, shall be paid to an employee at the time of discharge. Where an employee is not entitled to fourteen (14) days' notice of discharge under this provision, the employee shall nevertheless be entitled to a written notification of such discharge, including a statement of the reasons for the discharge. Where it is not practical to give such notice prior to or at the time of discharge, it shall be given as promptly as possible but not later than five (5) calendar days following the discharge, by certified mail, return receipt requested.

Section 3. Layoffs. Layoffs due to lack of work, shall be in accordance with the length of service of the employees with each classification at the premises in which the employees are employed so that the employee with the least seniority in an affected classification shall be laid off first, except that a junior employee having special skills and qualifications not possessed by a senior employee may be retained without regard to seniority. Employees in a higher classification shall have the right to exercise seniority and replace the least senior employee in a lower classification at the lower rate of pay. The Employer shall give the Union and the employees affected not less than fifteen (15) days' notice of any such layoff. Recall from layoff shall be in the reverse order of the layoff so that the employee last laid off in an affected classification shall be the first to be recalled for a maximum of one year after the most recent layoff.

Section 4. Seniority. The term "seniority" shall mean an employee's length of unbroken service on the premises, by classification. An employee's seniority rights shall not be affected by a change in ownership or management of the premises so long as said employee remains in the employ of the new owners or managers.

To employer shall transfer any employee to a different premises without the prior consent of the employee and notification to the Union.

Layoffs shall not be broken except by:

(a) discharge for cause,

(b) resignation,

(c) layoff for more than one year, except that employees having less than one year's service shall retain their seniority only for a period equal to their length of service, or

(d) failure to return to work upon expiration of leave of absence.

Seniority rights shall not apply to temporary or relief employees.

Section 5. Promotions and Transfers. In the case of employees applying for transfers to a different shift within the same classification, the most senior applicant shall be entitled to any available opening. Within thirty (30) working days of any promotion or transfer under this section, the employee may be re-assigned to his former position if he is unable to demonstrate the ability to perform the work or otherwise adequately meet the requirements of the new job or shift. The Employer shall provide notice to the Union at the time any job opening within the bargaining unit becomes available. In accordance with the terms of Article III, Section 4, and shall also notify the Union of any promotion or transfer of employees within the bargaining unit.

Section 6. Changes in Ownership and/or Operation-Successorship.

(a) Obligations of Owner and/or Management Agent. In the event of the sale, transfer, assignment or other change, in whole or in part, of the ownership or operation of any premises covered by this Agreement (whether voluntary or by operation of law), including changes incident to conversion to a condominium or cooperative form of ownership, and operation and including, also, a change in the Management Agents or Representative, or other persons acting for the Owners or in the place or stead of the Owners in the operation of the premises, it shall be the obligation of the Owner and/or Management Agent

(1) Prior to the date of any agreement for the sale, transfer, change of management representation, or other change in the ownership or operation of the premises, to provide the successor owner, transferee, or assignee with a copy of this Agreement and that its terms expressly provide that it is binding upon the successors, executors, administrators and assigns of the Owner and all other persons acting as or on behalf of the Employer in respect to the employees represented by the Union at the premises; and

(2) To notify the Union in writing, not later than five (5) working days after the date of the agreement for sale, transfer, or other change in ownership or operation of the premises, that it has taken the action specified in paragraph (1) above, and provide the Union with the name and address of the successor Owner and/or Management Agent, as applicable.

(b) Compliance and Failure of Compliance. An Owner or Management Agent, Representative or other person acting for or in place of the Owner in the management and operation of the premises who complies with the provision of Paragraph (a) of this Section, shall not, following the effective date of the change in ownership or management, be liable for any failure of any successor to adopt or abide by the terms of this Agreement. An Owner or a Management Agent, Representative, or other person acting for or in place of the Owner in the management and operation of the premises who fails to comply with the provisions of Paragraph (a) shall be liable to the Union and the affected employees for such damages as may have been sustained by them due to such failure.

(c) Accrued Liabilities. Notwithstanding the provisions of Paragraphs (a) and (b) of this Section, in the case of any change in ownership or operation of the premises, the prior Employer/s shall pay to each employee all wages and holiday pay, and to the Health and Pension Funds all contributions, which have accrued up to and including the last day of the Employer's control, possession, ownership, or management of the premises, and shall make such payment by no later than the effective date of such change. In the event that there is outstanding pro-rated vacation pay due and owing to employees at the premises on the date of such change, either (i) the amount of such pro-rated vacation pay shall be paid by the prior Employer on or before the date of the change, or (ii) if the successor and predecessor Employers agree, the successor Employer shall pay the entire vacation amount due at the time the employee takes the vacation in accordance with the provisions of this Agreement, provided that the Union has been notified in writing of such agreement. The prior Employer shall remain liable for any and all employee benefits which have accrued up to and including the last day of the Employer's control, possession, ownership, or management of the premises, unless otherwise expressly provided in writing between the parties and notice thereof given to the Union.

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(d) Rights Against Successors. Nothing contained in this Agreement shall be deemed to limit or diminish in any respect whatsoever any rights which the Union may have for the enforcement of this Agreement against any transferee, assignee or other successor pursuant to applicable law and to pursue such rights before any court or other tribunal or in any proceedings permissible under law in addition to or as a substitute for arbitration under the provisions of this Agreement. In any event and notwithstanding any of the provisions of Article XIII, the Union shall have the right to engage in strike, picketing, or other lawful economic action against the transferee and/or against any successor management agent, representative or other person acting as an Employer who fails to recognize and to adopt this Agreement, but such action shall be limited by the provisions of Section 4 of Article XIII.

Section 7. Subcontracting. Except as provided hereunder, no Employer shall subcontract to any person, in whole or in part, any of the work within the scope of this Agreement without the agreement of the Union which shall be evidenced in writing.

(a) During the term of this Agreement, the Employer may contract for all or part of the cleaning services being performed or to be performed by employees within the jurisdiction of this Union, for new buildings and condominium conversions, provided that the Employer includes in its agreement with such contractor the following provisions:

(1) The contractor must observe the economic terms and conditions of this Agreement such as wages, hours, fringe benefits and other terms and conditions of employment applicable to cleaning personnel;

(2) All employees currently employed by the Employer shall be employed by the contractor as a continuing condition of any contract between the Employer and the contractor; and

(3) In the event the contractor shall not faithfully observe the terms of this Agreement, the Employer may terminate its agreement with the contractor upon 30 days notice, a copy of which shall be sent to the Union.

The Employer shall act as guarantor and be liable for compliance with all the terms and conditions of this Agreement and, in the event that the contractor shall fail to observe the terms of this Agreement, shall assume all the responsibilities and liabilities thereunder.

(b) The Employer shall be permitted to hire a contractual cleaning company to perform a seasonal or temporary task which would otherwise be performed by a janitorial employee where such seasonal or temporary task cannot be completed by the regular janitorial staff within the normal working schedule, provided that:

(1) where such subcontracting will not be completed within two (2) weeks, the Employer shall provide the Union with prior written notice of such subcontracting and the dates on which such subcontracting will begin and end; or

(2) where such subcontracting will be completed within two (2) weeks, such notice will be given to the Union orally.

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Section 1. Wage Scale and Rates.

ARTICLE VI Compensation And Hours of Employees

(a) (1) Establishment. The wage rates for Head Janitors, Assistant Head Janitors, Helpers and other existing job classifications in which employees are presently employed have been negotiated and have become fixed contract rates applicable to such classifications. Such rates shall not be less than the minimum rates established for such jobs in this Agreement and may, in particular instances, be higher than the minimum rates. In no event shall existing rates which are higher than the minimum rate be reduced but, instead, shall be increased by the amounts specified in Subsection (a) of this Section 1. The increases shall not apply to Scheduling Pool Attendants. The wage rates for such job classifications at premises not heretofore covered by this Agreement, or, if covered, for jobs not established at such premises, shall be the rates specified in this Agreement for such classifications or, where no fixed rate is established for a particular classification, shall be the rate established by negotiations between the parties, based upon the wages applicable to such jobs in premises of the same general type in the same general area. In respect to job classifications falling within Paragraph (a) (7) of this Section 1, it is recognized that no uniform rate for such jobs can be established in view of the non-uniform nature of their job content and it is, accordingly, agreed that the rate for each such job shall be established by negotiations taking into account the particular duties to be performed by employees in each such job, provided that the negotiated wage rate for any Maintenance Employee shall be not less than the wage rate for a Helper A on the premises. Any controversy which arises in setting a wage rate under this Agreement which cannot be settled by negotiations shall be settled under the arbitration procedure set forth in Article XVI.

Any employee receiving a wage rate in excess of the hourly rate herein shall continue to receive the higher wage rate in addition to the increases provided in this Section.

(a) (2) Exclusive Service Head Janitors. Effective December 1, 1998, the hourly wage of all Exclusive Service Head Janitors shall be increased by fifty cents (\$ .50) over their hourly wage which was in effect as of November 30, 1998. The minimum wage scale for such janitors servicing premises shall then range from a minimum of not less than \$15.05 per hour (\$2,808.57 per month) to a minimum of not less than \$18.46 per hour (\$3,199.67 per month).

Effective December 1, 1999, the hourly wage of all Exclusive Service Head Janitors shall be increased by fifty cents (\$ .50) over their hourly wage which was in effect as of November 30, 1999. The minimum wage scale for such janitors servicing premises shall then range from a minimum of not less than \$15.55 per hour (\$2,695.23 per month) to a minimum of not less than \$18.96 per hour (\$3,286.33 per month).

(a) (3) Assistant Head Janitors. Effective December 1, 1998, the hourly wage rate in effect for Assistant Head Janitors shall be increased by forty (\$ .40) cents per hour provided that the minimum hourly wage rate for such employees shall then be no less than \$14.77.

Effective December 1, 1999, the hourly wage of Assistant Head Janitors shall be increased by forty-five (\$ .45) cents per hour provided that the minimum hourly wage rate for such employees shall then be no less than \$15.22.

(a) (4) Helpers A. Effective December 1, 1998, Helpers A shall receive an hourly wage increase of thirty-five (\$ .35) cents per hour over their wage rate which was in effect on November 30, 1998. No Helper A shall receive less than \$13.48 per hour.

Effective December 1, 1999, Helpers A shall receive an hourly wage increase of forty (\$ .40) cents per hour over their wage rate which was in effect on November 30, 1999. No Helper A shall receive less than \$13.88 per hour.

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(a) (5) Helpers C. Effective December 1, 1998, Helpers C shall receive an hourly wage increase of thirty (\$30) cents per hour over their wage rate which was in effect on November 30, 1998. No Helper C shall receive less than \$10.72 per hour.

Effective December 1, 1999, Helpers C shall receive an hourly wage increase of thirty (\$30) cents per hour over their wage rate which was in effect on November 30, 1999. No Helper C shall receive less than \$11.02 per hour.

(a) (6) Non-Exclusive Fixed Wage Janitors and Other Employees including Employees at Condominiums and Cooperatives. Effective December 1, 1998, all Maintenance Employees, non-exclusive fixed wage Janitors and all other employees (except swimming pool attendants) shall receive an increase of 2.91% over their wages in effect as of November 30, 1998, except that in the case of gross hardship the increases to be effective may be the subject of negotiations with the Union. Vacancies in such jobs shall be filled at a wage rate not less than the minimum of the rate negotiated with the Union for that job in effect at that time except that the rate for the job in effect at that time shall not apply when it was negotiated in respect only to a particular employee upon special facts applicable to such employee and/or the duties to be performed and which do not apply to the replacement for such employees. Effective December 1, 1999, all such employees shall receive an additional increase of 2.97% over their wages in effect on November 30, 1999, except that in the case of gross hardship the increases to be effective may be the subject of negotiations with the Union. Vacancies in such jobs shall be filled at a wage rate not less than the minimum of the rate negotiated with the Union for that job in effect at that time except that the rate for the job in effect at that time shall not apply when it was negotiated in respect only to a particular employee upon special facts applicable to such employee and/or the duties to be performed and which do not apply to the replacement for such employees.

(a) (7) Maintenance Employees. The monthly wage rate for any Maintenance employee shall be negotiated between the Union and the Employer pursuant to subsection (a) (1) of this Article VI, provided, however, that in no event shall the minimum monthly wage rate for any Maintenance employee be less than the wage rate for a Helper A on the premises.

(a) (8) Helpers A Trainees. The rate of a Helper A Trainee shall not be less than ninety percent (90%) of the then current minimum rate for a Helper A. The Helper A Trainee Rate shall not be effective for longer than the first 12 months of employment. Effective December 1, 1998 the Helper A Trainee hourly rate shall be no less than \$12.13. Effective December 1, 1999 the Helper A Trainee hourly rate shall be no less than \$12.48.

(a) (9) Helper C Trainees. The rate of a Helper C Trainee shall not be less than ninety percent (90%) of the then current minimum rate for a Helper C. The Helper C Trainee Rate may not be effective for longer than the first 6 months of employment. Effective December 1, 1998 the Helper C Trainee hourly rate shall be no less than \$9.65. Effective December 1, 1999 the Helper C Trainee hourly rate shall be no less than \$9.92.

(a) (10) Night Shift Premium. Helpers who are employed on a shift in which the greatest number of working hours come within the period of 5:00 p.m. to 8:00 a.m. shall receive a premium of five percent (5%) over the regular rate for such jobs. Employees in other classifications falling within subsection (b) (6) of this Section shall receive a premium of five percent (5%) over the regular rate for such jobs provided that such night shift differential has not been expressly negotiated and is not the rate of such jobs.

(b) Parking Lots. Effective May 1, 1998, with respect to all buildings having parking lots adjacent thereto, no additional compensation shall be required for searching such lots. However, all employees hired prior to May 1, 1998, who have performed such services under the Agreement effective from January 1, 1995 through November 30, 1998 and who were paid additional compensation for such services shall continue to perform such services and shall continue to be paid such additional compensation.

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Section 2. Condominiums and Cooperatives. Wages for employees in cooperatively owned buildings or condominium apartment buildings shall be equivalent to the wages applicable to rental buildings of the same general type for the same general area.

Section 3. Bonuses. Any payments made by the Employer which are in excess of the wage rates established under this Agreement and which are made at its discretion shall be considered as bonus payments and shall not be considered as a part of the established wage rate. A landlord for that employee, provided, however, that such payments shall not be deemed to be bonus payments unless made with the knowledge and approval of the Union. Bonuses shall apply only to the individual employees who are receiving them. Bonuses for such individuals shall not be reduced by nor shall they be offset against any wage increase due under this Agreement. Bonus payments need not be included in computing sums due to the local No. 10, Health, Training or Pension Funds.

Section 4. Living Quarters. The Head Janitors and Assistant Head Janitors and other employees for whom it has been negotiated or who are otherwise being so provided, whether or not they are exclusive service Janitors) shall be provided living quarters, rent free, with all such services as are customarily provided a tenant in the premises as part of such tenant's rent, including air conditioning. Such apartment shall be heated at the expense of the Employer and shall be decorated at least once every two (2) years at the expense of the Employer. In the event, however, that decorating services are not provided to tenants, such Janitors shall be provided with the necessary paint and other materials required to decorate the apartments and reasonable time off within which to perform that work. In any event, however, the apartment shall be decorated at the expense of the Employer when such Janitor is replaced by another such Janitor in the building. No Employer shall be required to furnish the Janitor more than one (1) apartment as living quarters but such apartment shall include one (1) bedroom if there is such an apartment in the building and shall be in good and habitable condition. No employee shall be required to post a security deposit for an apartment. No Employer shall be required to furnish living quarters for any Helper or other classification of employees or for relief Janitors. It is expressly agreed, however, that the cost of use of any living quarters, decorating or any other tenant services provided in accordance with this Agreement shall not be considered or included as part of the wages paid to any employee covered by this Agreement, but shall be required only to be in addition to such wages, and for the convenience of the Employer. Nor shall the value of the living quarters be deemed, in whole or in any part, as an offset against overtime or any other pay which may otherwise be due to an employee. An employee who is provided an apartment under the provisions of this Agreement may be required to sign a lease if the Employer requests the employee to execute such lease. However, such lease shall become operational and binding only on the effective date when the employee's right to occupy the apartment as an employee expires. Upon termination of the employee's rights to continue the occupancy of the apartment, whether such termination of the employee's occupancy rights have been effectuated by discharge for just cause by the Employer or voluntary termination of employment by the employee, shall any lease, regardless of the date of such lease, become effective. Upon termination of an employee who has not executed a lease, such employee's tenancy shall be considered month to month and shall be deemed covered by the terms and conditions of the most recent standard lease form used at the premises by the owner or manager. It is expressly understood that this Agreement takes precedence over such a lease and any provisions in a lease which are contrary to the provisions of this Agreement shall be invalid and unenforceable in a court of law or otherwise. No employee shall be employed or permitted to sell, lease, or sublease any apartment, or other space, parking space, amenity or privilege of the employer to a third party. In the case where living quarters are provided which are in excess of what is required hereunder, a use and occupancy agreement may be entered into covering such arrangement.

No Janitor shall have the right to refuse the occupancy of an apartment unless both the Union and the Employer shall mutually agree for good cause shown to excuse the Janitor from such occupancy. However, in such a case, or if an apartment is not available or not furnished to the Janitor for good cause shown, an apartment allowance shall be negotiated in lieu of the apartment based on the average fair market rental for a one-bedroom apartment in the area for purpose of insuring that the Janitor will reside in a location convenient to the premises for which he has responsibility.

Section 5. Work Week for Head and Assistant Head Janitors. The regular work week for Head Janitors and Assistant Head Janitors shall consist of forty (40) hours per week arranged to provide such employees with time off from the premises consisting of 48 consecutive hours each week; provided, however, that if another employee is not available for emergency services during such period either the Janitor shall be available or provide a substitute approved by the Employer as a substitute for such period at no cost to the employer. Upon good cause shown and with the approval of the Union, the Employer may on a temporary basis adjust the regular work week for Head Janitors and Assistant Head Janitors.

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Section 6. Work Week for Helpers and Other Employees. The regular work week for Helpers and employees in other job classifications specified in Sections 1(a) (4), 1(a)(5), 1(a)(7), 1(a)(8), and 1(a)(9) of this Article shall consist of five (5) consecutive days of eight (8) hours each comprising forty (40) hours per week. Upon good cause shown and with the approval of the Union, the regular work week may be adjusted provided that all days within the regular work week are scheduled to be worked consecutively.

Section 7. Overtime. Sections 5 and 6 above are intended only to establish the regular work week of the employees covered thereby and do not prohibit the Employer from scheduling reasonable mandatory overtime on the sixth and seventh day of an employee's work week. Hours worked in excess of forty (40) hours per week by employees in Section 5 of this Article shall be paid at the rate of one and one-half (1-1/2) times such employee's regular rate of pay. Hours worked in excess of eight (8) hours in one day (unless otherwise expressly agreed to by the Union) or forty (40) hours per week by employees in Section 6 of this Article shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay. In no event shall time off be substituted for overtime pay in any case. No employee may work overtime without authorization of the Employer except in the event of an emergency.

Section 8. Wage Computations. The regular hourly rate of the employees specified in Section 5 and Section 6 of this Article VI shall, for all purposes including overtime, be computed by dividing the monthly rate by 173.33 hours. In no case shall time off or any other benefit whatsoever be substituted for overtime pay. The regular daily pay of an employee for an 8 hour day shall be equal to 4.82 percent of the monthly wage. The regular weekly pay for an employee or a 20 hour week shall be equal to 23.1 percent of the monthly wage. The regular bi-weekly pay for such employee shall be equal to 46.19 percent of the monthly wage. The regular semi-monthly pay for such employee shall be equal to 50.9 percent of the monthly wage.

Section 9. Reporting Pay. In the event any employee is called back to work for an emergency, the employee shall be paid for all time worked at the appropriate rate (including the overtime rate when required by Section 7) plus one hour at straight time as travel time if the employee does not live on the premises.

Section 10. Maintenance of Benefits. No benefits, privileges or other terms and conditions of employment heretofore in effect for employees covered by this Agreement which provide conditions more favorable than what is established under this Agreement shall be reduced or eliminated, but shall continue in full force and effect, except by a written agreement with the Union. This provision, however, shall not apply where such benefits are in contravention of the Agreement or were established and applied solely in respect to a particular employee's based upon special facts applicable to such employees and such facts do not any longer apply to such employees or to the replacement for such employees.

ARTICLE VII  
Holidays, Vacations and Other Benefits

Section 1. Holidays. All employees shall observe the following holidays without loss of pay:

- New Year's Day - January 1, 1999; January 1, 2000
- Memorial Day - May 31, 1999; May 28, 2000
- Independence Day - July 4, 1999; July 4, 2000
- Labor Day - September 6, 1999; September 4, 2000
- Thanksgiving Day - November 25, 1999; November 23, 2000
- Christmas Day - December 25, 1999; December 25, 1999

Either Employee's Birthday or Martin Luther King's Birthday (at employee's option) - January 18, 1999; January 17, 2000

Three (3) Floating Holidays

(a) The Employer and the employee shall select the Floating Holidays and may agree to an alternate holiday in lieu of the Employee's Birthday/Martin Luther King, Jr.'s Birthday. Such employees, other than those engaged in a temporary or substitute capacity, when required to work on holidays shall receive one and one-half (1-1/2) times their regular rate of pay in addition to their holiday pay, except for the Employee's Birthday/Martin Luther King, Jr.'s Birthday for which the employee shall receive straight time plus holiday pay.

(1) If the holiday occurs on an employee's day off (except in the case of temporary or substitute employees) or when the employee is on vacation, the employee shall receive one day's pay for such holiday or an extra day's paid vacation as the case may be.

(2) In the case of an employee working on a swing shift, if the majority of his hours fall on a holiday, he shall receive an extra day of pay for work on that day. When, however, one-half of the employee's hours falls on a regular day and the other one-half falls on a holiday, the day on which the employee starts to work shall determine whether or not it is a holiday.

(3) Regardless of the provisions of this Section 1, an employee shall not be eligible for holiday pay unless he has worked both the last scheduled day of his regularly scheduled workweek prior to the holiday and his first scheduled day of his regularly scheduled workweek subsequent to the holiday, unless the absence is excused for illness, injury or other bona fide reason.

(b) In the case of Head Janitors or Assistant Head Janitors, the Employer may, in its discretion, in lieu of a designated holiday, give such employee alternate days off within one month of the holiday or add such days to his vacation period. If the Employer does not exercise this option, but requires the employee to be on duty on such holidays, the employee shall receive a total of 1-1/2 times his regular rate of pay in addition to his regular holiday pay for the holidays worked.

(c) No more than one (1) Floating Holiday shall be taken in any one (1) quarter of the contract year.

(d) An employee who has not received the Floating Holidays provided herein during the contract year shall be paid for such holidays and an employee who is terminated prior to having received the Floating Holidays specified in this Agreement shall be paid for such holidays upon termination. Such payments shall be at straight-time pay.

(e) In order to be eligible to receive Floating Holiday benefits under this Section, an employee must have been employed at the premises at least six (6) months.

Section 2. Vacations. (a) Amount. All employees with at least six (6) months of continuous service on the premises, preceding June 1st of any year, shall be entitled to a vacation with pay according to the following schedule:

- (1) Six months' service - one (1) week of vacation equal to 23.1% of the monthly wage.
- (2) For each full month of service in excess of the first six (6) months' service - One (1) additional work day of vacation but not more than a total of two (2) weeks for one (1) year of service. Each additional day's pay equals 4.82% of the monthly wage.
- (3) One (1) year or more but less than three (3) years of service - Two (2) weeks of vacation equal to 46.2% of the monthly wage.
- (4) Three (3) years or more but less than ten (10) years of service - Three (3) weeks of vacation equal to 70% of the monthly wage.

(5) Ten (10) years or more but less than twenty (20) years of service - Four (4) weeks of vacation equal to 83% of the monthly wage.

(6) Twenty (20) or more years of service - Five (5) weeks of vacation equal to 116% of the monthly wage.

(b) Prorated Vacation Pay. An employee with at least six (6) months of continuous service on the same premises whose employment terminates before he qualifies for his next vacation shall be entitled to prorated vacation pay equal to one-twelfth (1/12th) of his vacation pay for each full one (1) month of service for which he has not received prior vacation allowance credit whether or not such service precedes June 1st of any year.

(c) Scheduling. Vacations may be scheduled at any time during the year as agreed between the Employer and employee. Vacation scheduling requests shall be granted in the order in which they are received. If vacation schedules are submitted at the same time, preference on the basis of seniority will be granted.

(d) Substitutes. The Employer may hire a temporary or substitute employee for each employee on vacation so that the same number of employees in all classifications shall be maintained during vacations. On premises where no regular employees are employed, the Union agrees to furnish, at the Employer's expense, a substitute employee in the classification from a bargaining regular employee.

### Section 3. Sick Leave.

(a) Leave of Absence. In the case of inability to work due to physical disability or illness, an employee shall be entitled to a leave of absence. Sick leave of absence, however, shall not exceed six (6) months after one year of service or, in the case of employees with less than one (1) year of service, shall be one-half (1/2) the employee's length of service. It is understood that this period may be extended in hardship cases by mutual agreement. An employee with a bona fide work-related injury will be entitled to a maximum of one year leave of absence. If the employee occupies an apartment on the premises, the employee shall continue to live there rent-free during the leave of absence. In addition, the Employer shall continue to make payments to the Local No. 1 Health Fund and the Local No. 1 Pension Trust Fund for an employee for the leave of absence period which is provided by this section; an employee who voluntarily extends the leave of absence beyond the period required by this section is not obligated to continue making payments to the Funds during the period of such extension. An employee engaged as a substitute for the employee on leave shall not be entitled to an apartment or other benefits provided that if the Employer requires that a substitute live on the premises the Employer and the Union shall agree to continue to the Local No. 1 Health Fund or the Local No. 1 Pension Trust Fund on account of the employee if it of a substitute.

(b) Family Medical Leave Act. The provisions of this Section shall be interpreted and applied in conformance with the Family Medical Leave Act. The provisions of the Federal Family and Medical Leave Act (FMLA). To the extent any provision of this Agreement or any policy or practice of the Employer is contrary to the FMLA, such provision, policy or practice shall be deemed modified so as to conform to the requirements of the FMLA. Only in the event an employee takes a leave of absence for which he/she is eligible pursuant to a specific provision of this Agreement, the employee must first exhaust all unused vacation time towards the twelve (12) week FMLA period.

### Section 4. Sick Leave Pay.

(a) Regular Sick Leave. All employees who have accumulated a minimum of six (6) months of service with the same Employer or his successor or predecessor shall be entitled to five (5) days of sick leave in each year of employment, measured from date of hire, for those suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Employees may carry over any unused sick days from year to year, up to maximum accumulation of fifteen (15) days. An employee shall notify the Union and his Employer promptly in order to be eligible for sick leave payments and shall, upon the request of his Employer, present medical evidence of his illness.

(b) Disability Sick Leave. In addition to regular sick leave provided under Section 4(a) above, an employee who meets all of the foregoing conditions of Section 4(a) shall also be entitled to receive up to 23 days of paid sick leave in each year of employment, measured from date of hire, for time during which he is unable to work due to bona fide disability, as evidenced by a written statement from his doctor, except that employees who have less than twelve (12) months of service with the same Employer or his successor or predecessor shall only be entitled to receive up to ten (10) days of paid disability sick leave. Under this subsection, "bona fide disability" shall mean any verifiable medical condition which requires hospitalization, or outpatient surgery and shall not include routine illness. No leave days used under this Section 4(b) shall be deducted from any regular sick leave accumulated under Section 4(a) above. After an employee has used all available disability sick leave under this subsection, he may then convert any accumulated regular sick leave to use as disability sick leave.

Section 5. Jury Duty. An employee who is called to jury duty and who loses time from his regular work week because of such duty will receive pay from the Employer in an amount representing the difference between his regular pay and the amount received by the employee while on jury duty, including time spent when qualifying as a juror provided, however, to be eligible for such payment the employee must notify the Employer that he has been summoned for such duty within five (5) days after receipt of notice thereof and provided further, that such payment shall not be more than once during the term of this Agreement.

Section 6. Bereavement Leave. In the event of the death of an employee's spouse, parent, child, brother or sister, parent of current spouse, or other relative residing in the employee's residence, and upon prompt notice to the Employer, any employee covered by this Agreement shall be entitled to three (3) consecutive working days off with no reduction or loss in earnings.

Section 7. Maternity Leave. In the event of pregnancy, the pregnant employee shall notify the Employer and be entitled to a leave of absence. The maternity leave shall commence at a reasonable time prior to delivery and shall end at a reasonable time following delivery when she is medically able to return to work, such time to be established by her doctor, for subject to verification by a doctor selected by the Employer, as required by law.

Section 8. Computation of Pay For Sick Leave. Employees shall be paid their regular pay, calculated at one-fifth of the employee's regular weekly wage, for each leave day for which the employee is entitled to payment under this Agreement.

### ARTICLE VIII

#### Adoption of Health, Pension and Training Fund Trusts

The Employer hereby adopts and subscribes as a party to the Agreement and Declaration of Trust, dated July 10, 1983, as amended, covering the Local No. 1 Health Fund, the Agreement and Declaration of Trust dated January 4, 1967, as amended, covering the Local No. 1 Pension Fund and Plan and the Agreement and Declaration of Trust, dated September 1, 1998 covering the SEIU Local No. 1 Training Fund, and agrees to and adopts, further, the appointment of the Employer Trustees of each of the Funds who shall from time to time be appointed as such in accordance with the terms of said Agreements and Declarations of Trust. The Employer agrees to pay the amounts of money which are required to be paid in Articles IX, X and XI of this collective bargaining Agreement relating to the Health Fund, Pension Fund and the Training Fund and to be bound by and be a party to the Trust Instruments relating thereto and all amendments and revisions thereof from time to time hereafter made as if the Employer had signed the original copy of the said Trust Instruments and amendments and revisions thereof from time to time made or to be made.

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**ARTICLE IX**  
**Local No. 1 Health Fund Contributions**

Section 1. Effective for the period from December 1, 1998, each Employer shall contribute and pay monthly, in advance, to the Local No. 1 Health Fund (hereinafter called the "Health Fund") a sum equal to SIXTEEN PERCENT (16%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered by this Agreement.

Section 2. The Trustees for the Health Fund shall have the authority to increase or decrease the contribution rate set forth in Section 1 above in their discretion, consistent with the terms of the Health Fund Trust Agreement and the purposes of the Trust, provided that in no event shall the contribution rate during the term of this Agreement exceed seventeen percent (17%), or be less than fifteen percent (15%), of the monthly contract wage rate in effect at the time of such change for each employee of such Employer covered by this Agreement.

Section 3. Employee Co-payment. All employees shall be required to make a co-payment of twenty dollars (\$20.00) per month to supplement the Employer's contribution for continued coverage under the Local No. 1 Health Plan. Such co-payments shall be deducted from the employee's wages by the Employer on the pay period prior to the month for which contributions are due to the Health Fund. The Employer shall be responsible for the remittance of the employee's co-payment together with the Employer's contribution in advance each month. Such remittance shall be made no later than the 10th day of each month for coverage for such month.

**ARTICLE X**  
**Local No. 1 Pension Trust Fund Contributions**

Section 1. Each Employer shall contribute and pay monthly, in advance, to the Local No. 1 Pension Trust Fund a sum equal to two and 50/100 percent (2.5%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered by this Agreement.

Section 2. The Trustees for the Pension Fund shall have the authority to increase or decrease the contribution rate set forth in Section 1 above in their discretion, consistent with the terms of the Pension Fund Trust Agreement and the purposes of the Trust, provided that in no event shall the contribution rate exceed four percent (4%) or be less than one and one-half percent (1.5%) of the monthly contract wage rate in effect at the time of such change for each employee of such Employer covered by this Agreement.

**ARTICLE XI**  
**SEIU LOCAL 1 TRAINING FUND CONTRIBUTIONS**

Section 1. Effective for the period from December 1, 1998, through November 30, 2000, each Employer shall contribute and pay monthly, in advance, to the SEIU Local 1 Training Fund (hereinafter called the "Training Fund") a sum equal to 50/100 PERCENT (.50%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered by this Agreement.

Section 2. If, upon termination of the contribution to the Training Fund or the cessation of the Health Fund's annual audit report by the Health Fund's certified public accountant following the close of each of the Health Fund's Plan Year, the Health Fund's actuarial consultant shall advise that the Health Fund's net reserves are equal to less than five (5) months of employer contributions, the contribution to the Training Fund shall terminate and the contribution to the Health Fund shall increase to SIXTEEN AND 50/100 PERCENT (16.5%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered by the Agreement.

**ARTICLE XII**  
**Health, Pension and Training Fund Contributions**  
In no event shall the total contributions under Article IX, Article X and Article XI exceed nineteen percent (19%) of the employee's monthly contract wage during the term of this Agreement.

**ARTICLE XIII**  
**Health Fund Contribution Purposes**

The contributions provided for in Article IX are intended for the purpose of maintaining the same or substantially similar benefits as were available to the employees pursuant to the Fund plan as of November 30, 1998. No improvements in the plan of benefits or changes in the plan of benefits in an increase in the Employer's contribution to the Local No. 1 Health Fund with respect to employees covered by this Agreement shall be made during the term of this Agreement.

**ARTICLE XIV**  
**Health, Pension and Training Fund Delinquent Contributions and Right to Audit**

Section 1. The Employer recognizes the necessity of making prompt Health and Welfare, Pension and Training Fund contributions to preserve the benefit standing of employees. If the Employer continues to be delinquent in making payments to the Health and Welfare Fund or the Pension Fund or the Training Fund for a period of twenty (20) calendar days after written notice of delinquency is given to the Employer, via certified mail, return receipt requested, or refuses to make available payroll records in accordance with Section 2 of this Article, the Union may strike the Employer to enforce such payments or production of records without regard to the No-strike clause in Article XV or the Grievance and Arbitration procedure provided in Article XVI. In addition, any Employer delinquent for more than 30 days after receipt of notice or delinquency in making required contributions to the Health and Welfare Fund or the Pension Fund or the Training Fund shall be required to pay, in addition to the actual delinquent amount, interest at the rate of one percent (1%) per month thereon, and liquidated damages at the rate of two percent (2%) per month thereon, as well as accounting and attorney's fees and court costs, if any, incurred in effect.

Section 2. The Funds shall have the right to inspect payroll records of the Employer for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the fringe benefit contributions being paid on behalf of employees covered by the Agreement. The Employer shall make such books and records available at reasonable business times and hours to the representatives or a certified public accountant designated by the Funds. If the audit reveals violations by the Employer in excess of five percent (5%) of the required contributions for the period audited, the cost of the audit shall be borne by the Employer.

**ARTICLE XV**  
**No-Strike and No-Lockout**

Section 1. The Association and all Employers covered by this Agreement agree that there will be no lockouts during the term of this Agreement.

Section 2. The Union agrees that, except as otherwise expressly provided in Section 3 of this Article XV, there will be no strikes, work stoppages, or slowdowns against any building covered by this Agreement during the term of this Agreement with respect to issues covered by this Agreement and it will not countenance or permit suspension of work or strikes by its members for any purpose whatsoever, and that its members will not suspend work or refuse to perform their regular duties or engage in any sympathetic strike. The Union agrees that it will promptly take reasonable steps to end any unauthorized strike or stoppage. If the Union promptly takes such action in good faith, the Employer agrees that it will not bring any action against the Union in respect to any such concerted activity. It shall not be a violation of this Agreement nor cause for discharge or discipline for any employee covered hereunder to refuse to cross a lawful primary picket line or to refuse to perform work where such picket line has been authorized by the labor organization picketing. It

is understood that an employee shall not refuse to perform his work under such circumstances until he has been so authorized and has notified his Employer that he intends not to work.

Section 3. Regardless of the provisions of Section 2 of this Article, the Union shall have the right to picket, strike, or use other lawful economic means against any Employer or building by reason of the failure or refusal of the Employer to pay the contributions required to the Local No. 1 Health Fund and/or the Local No. 1 Pension Trust Fund and/or the Local No. 1 Training Fund and/or the wages of any employee as is more fully provided by the terms of this Agreement, or refuses to arbitrate or mediate as provided under this Agreement, or in the case of an Employer who is bound by this Agreement, fails or refuses upon request to execute an adoption of this Agreement in written form for the premises covered by it, or fails to comply with the terms of an Arbitration Award.

Section 4. Any lawful strike, picketing or other economic means engaged in by the Union under this Article XV shall not take place at the premises of any other Employer who may be represented by the same Management Agent that represents the premises concerning which the Union has the primary dispute.

#### ARTICLE XVI Grievance and Arbitration Procedure

Section 1. Employees within the first ninety (90) days of service (probationary period) shall be entitled to file a grievance for any violation of the Agreement, except for termination.

Section 2. STEP 1: Should the Union or any employee covered by this Agreement have any complaint, grievance or dispute concerning or arising from the application of this Agreement or directly related thereto, the Business Agent of the Union (or designated representative) and the employee shall first discuss the grievance, complaint or dispute with the Building Manager (or designated representative) of the building(s) involved within fifteen (15) business days after the grievance, complaint or dispute arose. Failure to act within the time period specified waives the grievance.

Section 3. STEP 2: If the matter cannot be settled in above manner (Section 2, Step 1) within ten (10) business days after it has been so discussed, then the representative of the Union shall reduce the complaint, grievance or dispute to writing, stating the nature of the dispute and the requested relief, and send a copy thereof to the Employer (or designated representative), requesting that the principal representative(s) of the Employer meet with a principal representative(s) of the Union to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

Section 4. STEP 2 A: Should an Employer have any complaint, grievance or dispute concerning or arising from the application of this Agreement it shall have the right within fifteen (15) business days after the grievance, complaint or dispute arose to discuss the matter with a principal officer(s) of the Union to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

Section 5. Differences of every kind which may arise with reference to this Agreement, in involving members in good standing of ABOMA, and which if not resolved under Article XVI, Section 1, Section 2, Section 3 or Section 4 above, shall be referred to a "Board of Arbitration" in the following manner:

(a) STEP 3: The written statement of the grievance to be arbitrated shall be furnished by the party making the complaint to the other party and to ABOMA or the Union, as the case may be, setting forth in detail the grievance requiring arbitration, the requested relief, the dates of the grievance meetings as specified in Article XVI, Section 2, Section 3 or Section 4 above, and the names of the participants at each meeting within ten (10) business days of the meeting held pursuant to Section 2, Section 3 or Section 4. Failure to act within the time period specified waives the grievance.

(b) STEP 4: The "Board of Arbitration" shall be selected within ten (10) business days from the receipt of the written statement of grievance, and shall consist of one (1) person selected from ABOMA and one (1) person selected by the Union, and shall endeavor to settle the matter.

(c) STEP 5: The "Board of Arbitration" shall meet within ten (10) business days after being selected and shall render their written decisions within (10) business days after the meeting.

(d) In the event that the two members of the Board of Arbitration issue an opinion in which they both concur, the matter shall be considered resolved, and the decision of the "Board of Arbitration" shall be final and binding on both parties, and shall be enforceable in a court of law in accordance with State and Federal law.

(e) The fees and expenses of the Board of Arbitration shall be divided equally between the Union and the Employer. All other expenses of the arbitration shall be assumed by the party incurring them.

Section 6. The Union or the Employer, as the case may be, may within thirty (30) business days after completion of the Section 2 or Section 3 procedure, or in cases of ABOMA members in good standing, for matters not resolved by the Section 5 procedure, notify the other party in writing that it wishes to arbitrate the grievance, complaint or dispute. Such notice, in the case of the Union shall be given to its President and in the case of an Employer shall be given to its designated principal representative. The parties shall then attempt to agree upon an arbitrator. In the event that they cannot so agree within a period of five (5) business days, either party may apply to the Federal Mediation and Conciliation Service for a panel of seven (7) impartial arbitrators from which the parties shall select an arbitrator as follows:

(a) Either party shall have the right to strike the entirety of the first panel submitted by the Service and apply for a second panel.

(b) From the panel which is effective the parties shall, commencing with the party requesting arbitration, alternately strike off six (6) names. The remaining arbitrator shall be the arbitrator in the case.

Section 7. The arbitrator may not alter, change or in any way expand or contract the provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties and shall be enforceable in a court of law in accordance with state and federal law.

Section 8. The fees and expenses of the arbitrator shall be divided equally between the Union and the Employer. All other expenses of the arbitration shall be assumed by the party incurring them.

Section 9. If the parties are unable to resolve a complaint, grievance or dispute concerning the payment of wages or benefits greater than those benefits provided pursuant to the Health Fund, Pension Fund and Training Fund, in lieu of arbitration pursuant to Section 5 through 8 of the Article, either party may apply to the Illinois Department of Labor, Conciliation and Mediation Division, for expedited mediation of the dispute. If the parties are unable to reach agreement on a resolution, the Mediator will be empowered to issue a final and binding resolution, which shall be enforceable in a court of law in the same manner and with the same effect as if the Mediator's resolution was an arbitration award.

Section 10. Upon mutual written consent of the parties, time limitation contained in this Article may be extended.

#### ARTICLE XVII Management Rights

The management of the premises, the direction of the work force and the authority to execute all of the functions and responsibilities of management including, but not limited to, the right to schedule the work to be performed and the assignment of employees to such work, the control and regulation of all equipment and other property of the Employer, the determination, establishment and enforcement of reasonable published rules of safety and conduct, and the right to maintain discipline and efficiency of all employees, are all vested exclusively in the Employer, except that such right, functions and responsibilities are subject to and shall not be exercised in such manner as to conflict with any of the provisions of this Agreement.

ARTICLE XVIII  
More Favorable Agreements

Section 1. No Employer covered by this Agreement shall bargain with or enter into any agreement with any employee's covered by this Agreement independently of the Union and no agreement made by such Employer in respect to or on behalf of such employees with whomsoever made concerning wages, hours or other terms and conditions of employment as provided in this Agreement shall be valid or binding upon the Union unless a principal officer of the Union is a party hereto in writing.

Section 2. Should the Union at any time during the term of this Agreement enter into a lawful agreement with any other Employer in respect to premises as defined in this Agreement which Agreement grants more favorable conditions in total to such Employer than those contained in this Agreement for the performance of the same work under the same conditions within the city limits of Chicago, such more favorable conditions shall, unless corrected by the Union within 90 days after notice thereof in writing is served upon a principal officer of the Union by any Employer whose premises are covered by this Agreement, be automatically allowed to every other Employer in respect to premises covered by this Agreement as of the date of such other agreement.

ARTICLE XIX  
Wage Information

The Employer shall, upon written request, promptly supply the Union with the name, address, classification, social security number, date of hire and wage rate of each employee covered under the terms of the Agreement and shall, in addition, promptly supply the Union with such wage and related information as may be necessary to comply with the law and/or to determine compliance by the Employer with the provisions of this Agreement. In the event of the imposition of wage controls during the term of this Agreement, the Council and the Employer shall cooperate fully with the Union to secure such approval of the economic provisions of this Agreement as may be necessary.

ARTICLE XX  
AMERICANS WITH DISABILITIES ACT

In the event an employee requests a reasonable accommodation because of a mental or physical disability as defined by the Americans with Disabilities Act, the Employer shall attempt to provide a reasonable accommodation as provided by law. To provide such an accommodation, seniority shall not be applicable for any purpose except layoff and recall. Any dispute with respect to the Employer's or Union's compliance with this Article shall be subject to the grievance and arbitration procedure. However, the Union's decision in respect to the grievance and arbitration procedure shall not waive or affect the employee's right to seek additional remedies under any applicable federal, state, or local law.

ARTICLE XXI  
Nondiscrimination

The Employer and the Union shall not discriminate against any employee or applicant for employment by reason of race, color, national origin, sex, age, religion, handicap, disability, union membership or activity and shall in such respects comply with applicable state, local and federal law. Any disputes with respect to the Employer's or Union's compliance with this Article shall be subject to the grievance and arbitration procedure. However, the Union's decision in respect to the grievance and arbitration procedure shall not waive or affect the employee's right to seek additional remedies under any applicable federal, state, or local law.

ARTICLE XXII  
Severability

In the event that any provision of this Agreement is held to be in violation of law, it shall be deemed to be of no force and effect, and this Agreement shall be construed as if such provision were not a part thereof, it being understood, however, that all other provisions of this Agreement shall not be affected thereby.

ARTICLE XXIII  
Execution

IN WITNESS WHEREOF the parties hereto, being fully authorized, have hereto set their hands and seals effective as of December 1, 1998.

SERVICE EMPLOYEES LOCAL 1001

By: *[Signature]*

APARTMENT BUILDING OWNERS AND  
MANAGERS ASSOCIATION OF ILLINOIS

By: *[Signature]*

10093755



SCHEDULE A ABOWM/SEIU LOCAL 1 Building Services  
Division - Janitor Agreement Covering Fireproof Apartment  
Buildings Labor Agreement effective December 1, 1998.

Building Name	Building Address	EIN
1 East Schiller	100 East Weldon Street	38-2959971
100 E. Weldon Street Condominium Association	100 E. Weldon Street	38-3737063
100 Forest Place	100 Forest Avenue	36-2887043
1000 Condominium Association	1000 North Lake Shore Plaza	36-2887117
1010 Lake Shore Association	1000 N. Lake Shore Drive	36-3992401
1035 North Dearborn	1035 N. Dearborn Street	38-3662650
110 E. Delaware Condominium Association	110 E. Delaware	36-3175443
1100 North Dearborn	1100 N. Dearborn	36-3820360
1100 North Lake Shore Drive Condominium Association	1100 N. Lake Shore Drive	36-3996178
111 E. Chestnut Condominiums	111 E. Chestnut	36-2705360
1110 North Lake Shore Drive	1110 North Lake Shore Drive	38-3069158
1115 S. Plymouth Court Condominiums	1115 S. Plymouth Court	38-1035070
1120 North Lake Shore Drive	1120 North Lake Shore Drive	38-1356775
1130 Lake Shore Drive	1130 S. Michigan Avenue	38-2609660
1130 S. Michigan	1143 S. Plymouth Court	38-3087200
S. Plymouth Court Condominium Association	1150 North Lake Shore Drive	38-2959029
1150 Lake Shore Drive Condominiums	1169 S. Plymouth Court	36-3117198
1189 South Plymouth Court Condominium Association	1200 North Lake Shore Drive	36-2730027
1200 North Lake Shore Drive	1209 North Astor Street	36-2031865
1205 Astor Building Corporation	1212 N. Lake Shore Drive	36-2681812
1212 Lake Shore Drive Condominiums	1212 North LaSalle	
1212 LaSalle Private Residences	1240 Lake Shore Drive	36-2064020
1240 Lake Shore Drive	1242 North Lake Shore Drive	36-3467188
1242 Lake Shore Drive Corporation	1250 N. Dearborn	36-1885745
1250 North Dearborn	1300 Astor Street	36-2802902
Astor Street Building Corporation	1300 N. Lake Shore Drive	36-3637177
1300 Lake Shore Drive Condominium Association	1322 East Delaware Place	36-3285621
1322 East Delaware Place Condominium	1320 N. State Parkway	36-2182764
1330 North State Street Apartments	1335 North Astor Street	36-2194880
1335 Astor Cooperative Apartments, Inc.	1350 N. Astor Street	36-2615741
1350 Astor Co-Op Apartments	1350 N. Lake Shore Drive	36-3173449
1350 Lake Shore	1386 N. Dearborn Parkway	36-3171038
1386 North Dearborn Condominiums	1410 N. State Parkway	
1410 North State Parkway Condominium Association	1415 North Dearborn Parkway	36-0905680
1415 North Dearborn Condominium Association	1420 N. Lake Shore Drive	36-2027855
1420 Lake Shore Drive	1420 North Lake Shore Drive	36-1095980
1430 Lake Shore Drive Building Corporation	1448 North Lake Shore Drive	38-1070040
1430 Lake Shore Drive Building Corp.	1500 Lake Shore Drive	38-2834246
1430 Lake Shore Drive Building Corporation	1516 N. State Parkway	38-2870950
1510 North State Parkway	1520 N. Dearborn	38-1070233
1520 N. Dearborn Condominium Association	1530 North State Parkway	36-2086416
1530 North State Parkway	1540 Lake Shore Drive	36-2969127
1540 Lake Shore Drive	1550 Lake Shore Drive	38-2138663
1540 Lake Shore Drive	1550 N. State Parkway, Suite 1360	38-2914087
1550 N. State Parkway	1555 N. Astor Street	38-3372050
Astor Condominium Association	161 Chicago Avenue East	36-6071044
161 Chicago Avenue East Condominium Association	1630 Sheridan Road, Wilmette	
1630 Sheridan Corporation		

PROTECTED COPY  
Paul  
10/8/98

10083755

SCHEDULE A ABOWM/SEIU LOCAL 1 Building Services  
Division - Janitor Agreement Covering Fireproof Apartment  
Buildings Labor Agreement effective December 1, 1998.

Building Name	Building Address	EIN
1650 Condominium Association	1650 N. LaSalle Street	38-2977113
1700 East 56th Street Condominium	1700 E. 56th Street	36-6190741
175 East Delaware Place Homeowners Association	175 E. Delaware Place	36-2754742
20 East Cedar Condominiums	20 E. Cedar Street	36-2794742
200 East Delaware Condominiums	200 East Delaware	38-2818061
2000 Lincoln Park West	2000 Lincoln Park West	36-2600841
201 East Chestnut Condominiums	201 East Chestnut Street	36-3187773
2020 Lincoln Park Condominiums	2020 Lincoln Park West	38-2685327
210 East Pearson Condominiums	210 East Pearson Street	36-3122911
2144 Lincoln Park West Condominium Association	2144 Lincoln Park West	36-2639363
220 Weldon Condominium Association	220 East Weldon	36-3015668
222 East Chestnut Condominium Association	222 E. Chestnut	36-2072358
223 East Delaware Corp.	223 East Delaware	36-2084299
227-237 East Delaware Place Corporation	232 E. Weldon Place	36-2019209
232 East Weldon Corporation	233 E. Weldon Place	38-1889420
233 East Weldon Place Building	2400 N. Lakeview	38-2788642
2400 North Lakeview W. Avenues	2430 North Lakeview	36-1887070
2430 Lakeview Building Corporation	2450 North Lakeview	36-1886775
2450 North Lakeview Avenue Building	2500 North Lakeview	36-2806277
2500 Lakeview Condominium Association	253 E. Delaware	36-3142057
253 East Delaware	2535 N. Clark	36-3156399
2555 North Clark	2526 Lakeview Condominium Association	36-2866187
2526 Lakeview Condominium Association	2526 North Lakeview	38-3033722
2526 North Lakeview	2600 North Lake Shore Drive	38-3014889
2600 North Lake Shore Drive	2700 Lake Shore Drive Condominium Association	36-1768720
2700 Lake Shore Drive Condominium Association	3000 Sheridan Road	36-3060115
3110 Sheridan Condominium Association	3150 N. Lake Shore Drive	36-2808366
3150 N. Lake Shore Condominiums	3180 North Lake Shore Drive	38-2808390
3180 Condominium Association	320 Oakdale	36-3339716
320 Oakdale Condominium Association	3240 Lake Shore Drive	36-1766900
3240 Lake Shore Drive	325 W. Fullerton Avenue	38-184045
325 West Fullerton Building	3260 N. Lake Shore Drive	36-2039715
3260-3270 Lake Shore Drive	33 E. Cedar	36-2787972
33 East Cedar Condominiums	3300 North Lake Shore Drive	36-3054850
3300 Lake Shore Drive Condominiums	336 W. Wellington	36-3809638
336 Wellington Condominium Association	3440 N. Lake Shore Drive	
3440 North Lake Shore Drive	345 W. Fullerton	36-3044743
345 W. Fullerton Parkway Condominium Association	3470 North Lake Shore Drive	36-2998349
3470 North Lake Shore Drive	3520 N. Lake Shore Drive	36-3000745
3520 N. Lake Shore Drive	3550 N. Lake Shore Drive	38-2938814
3550 North Lake Shore Drive	3600 N. Lake Shore Drive	36-3005662
3600 Condominium Association	3600 Lake Shore Drive	36-2988240
3600 Lake Shore Drive Condominiums	3650 N. Lake Shore Drive	38-2226668
3730-3740 North Lake Shore Drive Condominium Association	3690 W. Fullerton Parkway	36-2226668
3730-3740 N. Lake Shore Drive	40 East Cedar Street	36-2989501
3750 N. Lake Shore Drive	40 E. Delaware Place	
3800 Lake Shore Drive Condominium Association		
3800 Lake Shore Drive Condominiums		
3950 N. Lake Shore Drive		
3950 N. Lake Shore Drive		
399 W. Fullerton Parkway		
40 East Cedar Condominium Association		
40 East Delaware Place		

Paul  
10/8/98

**SCHEDULE A ABOM/SEIU LOCAL 1 Building Services  
Division - Janitor Agreement Covering Fireproof Apartment  
Buildings Labor Agreement effective December 1, 1998.**

Building Name	Building Address	EN
40 East Oak	40 East Oak Street	36-6510253
400 Condominium Association	400 E. Randolph Drive	36-2780451
400 East Ohio Condominium Association	400 E. Ontario	36-3246054
401 E. Ontario	401 E. Ontario	36-1008670
415 Aldine	415 Aldine	36-2785178
420 East Ohio Apartments	420 E. Ohio	36-3587349
422 24 Melrose Street	422 Melrose Street	36-2039715
4343 Carleton Condominium Association	4343 North Carleton Avenue	36-3021519
438-448 West Surf Street	438-448 W. Surf Street	36-3052372
44 Wellington Cooperative Building Corporation	442 W. Wellington	36-2112781
45 East Bellevue Condominium Association	50 E. Bellevue Place	36-3046121
5000 Marine Drive Building Corp.	5000 Marine Drive	36-2133908
5000 South East End Cooperation	5000 S. East End Avenue	36-1082770
50000 Marine Drive Condominiums	5048 N. Marine Drive	35-3188627
50000 Condominium Association	5100 Marine Drive	36-2039715
50000 Michigan Avenue	535 N. Michigan Avenue	36-3047913
501 Lake Shore Drive Condominiums	540 N. Lake Shore Drive	36-3188518
501 E Jeweler Plaza Condominium Association	5445 N. Sheridan Road	36-3225044
5222 Jeweler Plaza Condo Association	555 West Cornelia Avenue	36-3100062
555 Cornelia Condominium Association	5550 S. Dorchester Avenue	36-3020159
5550 Dorchester Building	5757 N. Sheridan Road	36-6519283
5757 N. Sheridan Road Condominium Association	6300 N. Sheridan Road	36-2980074
6300 North Sheridan Road Condominium Association	680 N. Lake Shore Drive, Suite 1228	36-3013550
680 Lake Shore Drive Condominium Association	720 W. Gordon Terrace	36-3672062
720 Wagon Terrace Condominiums	73 East Elm Street	36-2837434
720 East Elm Condominiums	777 N. Michigan Avenue	36-2837227
777 Condominium Association	801 S. Plymouth Court	36-2993203
801 South Plymouth Court Condominium Association	820 S. Park Terrace	36-3190423
820 S. Park Terrace	850 North DeWitt	36-2988333
850 North Park Terrace	880 N. Lake Shore Drive	36-2742536
880 Lake Shore Drive Trust	898 S. Plymouth Court	36-2742536
898 South Plymouth Court	900 Lake Shore Drive	36-2742536
900 Lake Shore Drive Condominium Association	901 S. Plymouth Court	36-3069157
901 South Plymouth Court	980 N. Lake Shore Drive	21-7271481
980 North Lake Shore Drive Condominium Association	989 Lake Shore Drive	36-6214934
989 Lake Shore Drive Co-Op	1025 N. State Parkway	36-2972030
999 Lake Shore Drive	1325 N. Wells Street	36-3012880
Apartment Apartments	1636 N. Wells Street	36-3117545
American Towers	1750 N. Dearborn	36-2771685
Ascor Plaza	1325 N. Astor Street	36-3047178
Ascor Banks Condominium Association	1300 N. Astor Street	36-2792418
Astor Tower Condominium Association	1430 North Astor Street	36-3128655
Astor Villa Condominium Association	1440 N. Belmont	36-2891764
Bell Harbor Condominium Association	1440 N. State Parkway	36-3961871
Bromington Condominium Association	350 E. Riverfront Street	36-8550308
Buckingham Plaza	2631 S. Lindan	36-3030094
Cambridge Manor/South Commons	1725 York, Sandburg Terrace	36-2181130
Carl Sandburg Village Condominium Association #1	70 West Cedar Street	
Cedar Street Corporation		

*Per*

**SCHEDULE A ABOM/SEIU LOCAL 1 Building Services  
Division - Janitor Agreement Covering Fireproof Apartment  
Buildings Labor Agreement effective December 1, 1998.**

Building Name	Building Address	EN
Chicago Residential, Inc.	2440 North Lakewood Avenue	36-2089774
Cityview Condominiums	440 & 480 N. McClurg Ct.	
Combus Plaza	233 E. Wacker Drive	36-2981584
Commonwealth Plaza Condominium Association	330 W. Dearborn	36-2816768
Constellation Condominium Association	1555 N. Dearborn	36-3043749
Damen Apartments Condominium Homes	3100 North Lake Shore Drive	36-3036782
Duke Tower Apartments, Inc.	178 East Lake Shore Drive	36-2080978
Edgystone Condominium	421 West Melrose	36-2770256
Elford House	1255 Sandburg Terrace	36-3055818
Faulkner House Condominium Association	70 West Burton Place	36-3055822
Fewkes Tower	55 W. Chestnut Street	36-2809734
Goethe-Astor Incorporated	1301 Astor Street	36-0753205
Gold Coast Galleria	111 W. Maple Street	36-3497280
Grand Ohio Building	211 East Ohio Street	36-1006535
Granville Tower Condominium Association	817 N. Sheridan Road	36-3056251
Haberlaster Condominium Association	728 West Jackson	36-3951549
Hartford Condominiums	21 W. Goethe Street	36-2138663
Hartwood Towers Condominiums	3200 N. Lake Shore Drive	36-2880374
Hatco, Poin. Condominiums	155 Harbor Drive	36-2809717
Helm Gray House Condominium Association	1825 North Lincoln Plaza	36-2989327
Hillside Condominium Association	70 W. Huron	36-3017899
Hillwood Towers Condominiums	5701 N. Sheridan Road	36-7128324
Homestead Apartments	443 Sherwood Road	36-2586128
Horizon House, Inc.	5733 N. Sheridan Road	36-2981884
Huron Plaza	30 E. Huron	36-3078789
James Kilmer Condominium Association	1580 N. Sandburg Terrace	36-6532863
Kennedy Square	5225 N. Kenmore	36-3047794
Lake Meadows Apartments	1748 N. Wells Street	36-2686808
Lake Park Plaza Condominium Association	500 E. 33rd Street	36-2686808
Lake Point Tower	3930 North Pine Grove	36-3068894
Lake Shore Condominium Association	505 North Lake Shore Drive, 200	36-3682125
LaSalle Terrace Condominiums	1440 N. Lake Shore Drive	36-2705000
Lincoln Park Tower Condominium Association	1540 N. LaSalle Street	36-4014063
Long Grove House	1960 Lincoln Park West	36-2980257
Lowell House Condominium Association	2001 S. Michigan Avenue	36-2686288
Marble East Condominiums	88 West Schiller	36-3055822
Mariborough Condominium Association	6033 N. Sheridan Road	36-2712312
McClurg Court Center	2600 N. LaSalle	36-6780812
Michigan Building Corporation	333 East Ontario	36-2695476
Michigan Building Corporation	228 East Lake Shore Drive	36-2033693
New Whites I & II	1840 East 50th	36-2844885
Newbury Plaza Condominium Association	6815 S. Crandon Street	36-3181500
Newport Condominium Association	1030 North State Street	36-2187394
North Harbor Tower	4800 South Chicago Beach Drive	36-2999867
North Pier Apartment Tower	175 N. Harbor Drive	36-3398348
Northpoint Apartments	474 N. Lake Shore Drive, Suite 1711	
Oakdale Tower Condominium Association	7717 N. Pauline Street	
One East Scott Condominium Association	431 W. Oakdale	36-3094143
	One East Scott Street	36-3000842

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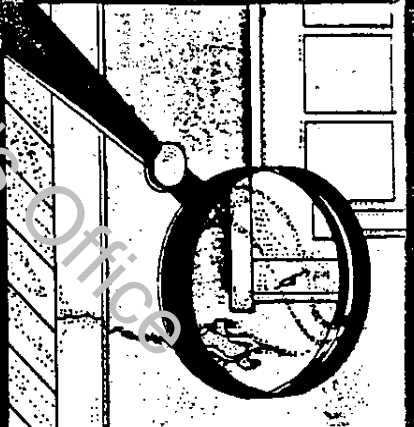
*Per*



# Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



# Protect Your Family From Lead in Your Home



**EPA**  
United States Environmental Protection Agency

United States Consumer Product Safety Commission

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207

EPA747-K-94-001  
May 1995

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# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

**LANDLORDS** will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

**SELLERS** will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

**RENOVATORS** will have to give you this pamphlet before starting work.

**IF YOU WANT MORE INFORMATION** on these requirements, call for National Lead Information Clearinghouse at **1-800-424-LEAD**.

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## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

John F. Kennedy Federal Building  
One Congress Street  
Boston, MA 02203  
(617) 565-3420

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Building 5  
2806 Woodbridge Avenue  
Elizabeth, NJ 08837-3679  
(609) 321-6671

**Region 3** (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)

841 Chestnut Building  
Philadelphia, PA 19107  
(215) 597-9800

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

345 Courtyard Street, NE  
Atlanta, GA 30365  
(404) 347-4727

## CPSC Regional Offices

### Eastern Regional Center

6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

### Central Regional Center

230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

77 West Jackson Boulevard  
Chicago, IL 60604-3590  
(312) 886-6003

### Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

726 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

999 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

**Region 9** (Arizona, California, Hawaii, Nevada)

75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

**Region 10** (Idaho, Oregon, Washington, Alaska)

1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

**Western Regional Center**  
600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

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# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Arizona	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
California	(602) 542-7307	New Hampshire	(603) 271-4507
Colorado	(510) 450-2424	New Jersey	(609) 633-2043
Connecticut	(303) 692-3012	New Mexico	(505) 841-8024
Delaware	(203) 566-5808	New York	(800) 458-1158
Florida	(202) 727-9850	North Carolina	(919) 715-3293
Georgia	(302) 739-4735	North Dakota	(701) 328-5188
Hawaii	(904) 488-3385	Ohio	(614) 466-1450
Illinois	(404) 657-6514	Oklahoma	(405) 271-5220
Indiana	(808) 832-5860	Oregon	(503) 248-5240
Iowa	(208) 332-5544	Pennsylvania	(717) 782-2994
Kansas	(800) 545-2200	Rhode Island	(401) 277-3424
Kentucky	(317) 382-6662	South Carolina	(803) 935-7945
Louisiana	(800) 972-2026	South Dakota	(605) 773-3153
Massachusetts	(913) 296-0189	Tennessee	(615) 741-5683
Maryland	(502) 564-2154	Texas	(512) 834-6600
Maine	(504) 765-0219	Utah	(801) 536-4000
Michigan	(800) 532-9571	Vermont	(802) 863-7231
Minnesota	(410) 631-3859	Virginia	(800) 523-4019
Mississippi	(207) 287-4311	Washington	(206) 753-2556
Missouri	(517) 335-8885	West Virginia	(304) 558-2981
Montana	(612) 627-5498	Wisconsin	(608) 266-5885
Nebraska	(601) 960-7463	Wyoming	(307) 777-7391

## Lead Gets in the Body in Many Ways

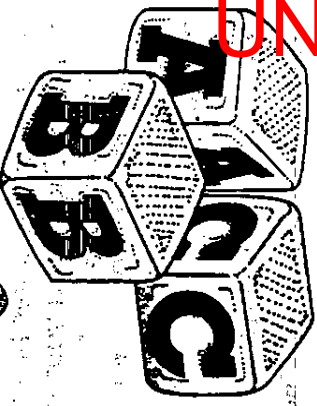
1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

Even children who appear healthy can have dangerous levels of lead.

- People can get lead in their body if they:
- ◆ Put their hands or other objects covered with lead dust in their mouths.
  - ◆ Eat paint chips or soil that contains lead.
  - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- ◆ Children's growing bodies absorb more lead.
- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



## For More Information

### The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning. For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call TDD 1-800-526-5456 (FAX: 202-559-1192, Internet: EHC@CAIS.COM).

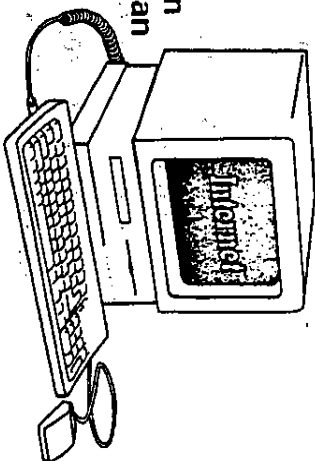
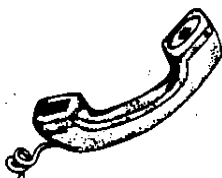
### EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

### Local Sources of Information



## Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- ◆ Children who are 6 months to 1 year old (6 months if you live in an older home with cracking or peeling paint).
- ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range from changes in your diet to medication or a hospital stay.*

## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

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## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home for after the work is done.

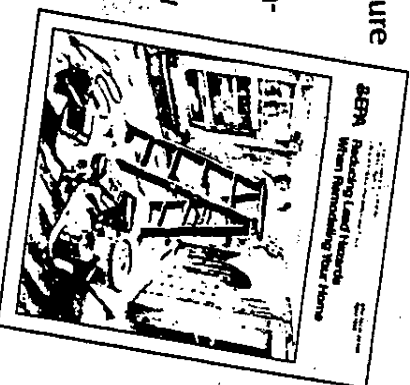
Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

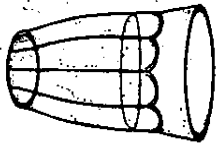


If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

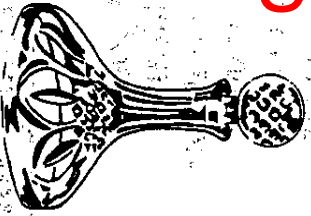




## Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters or other industries that release lead into the air.**
- ◆ **Hobbies that use lead,** such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies that contain lead,** such as 'greta' and 'azarcon' used to treat an upset stomach.

### Lead's Effects

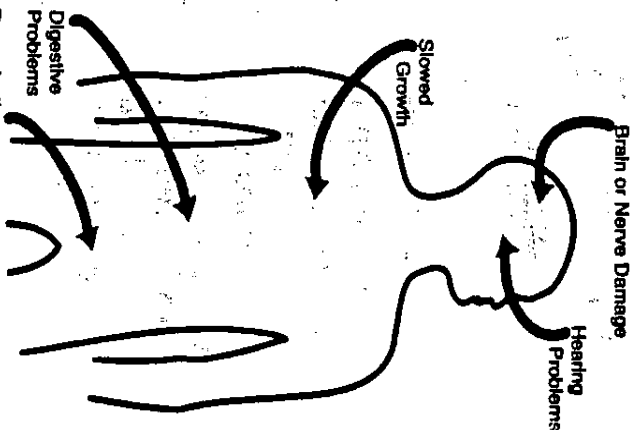
If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults.

Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



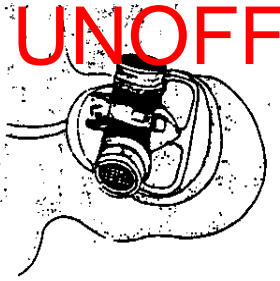
Lead affects the body in many ways.

## How To Significantly Reduce Lead Hazards

1-800-424-6263

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repainting damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

- ◆ To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

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## Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

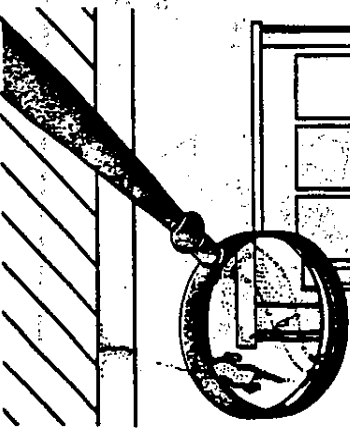
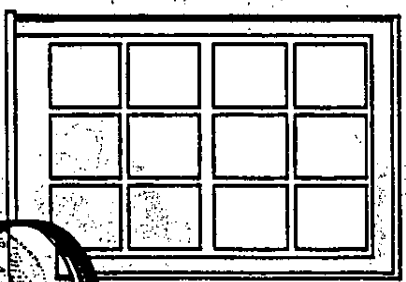
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

Lead dust can form when lead-based paint is dry, scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards



## Checking Your Home for Lead Hazards

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**



You can get your home checked for lead hazards in one of two ways, or both:

- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

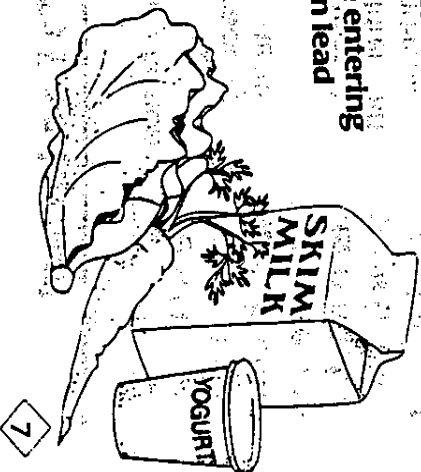
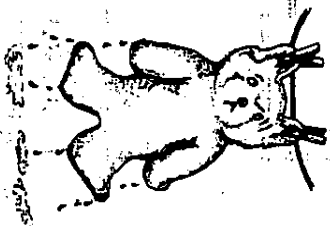
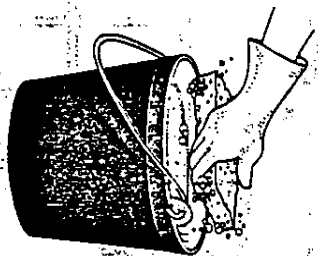
Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see page 12).*

- Trained professionals use a range of methods when checking your home, including:
- ◆ Visual inspection of paint condition and location.
  - ◆ Lab tests of paint samples.
  - ◆ Surface dust tests.
  - ◆ A portable x-ray fluorescence machine.
- Home test kits for lead are available, but recent studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.



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## MODIFICATION TO REAL ESTATE SALE CONTRACT

THIS MODIFICATION TO REAL ESTATE SALE CONTRACT ("Agreement") is by and between 451 WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership ("Seller"), and B.J.B. PARTNERS, L.L.C., an Illinois limited liability company ("Purchaser").

### RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Real Estate Sale Contract dated September 15, 2000 ("Contract") for the purchase and sale of the one hundred seventy-two (172) unit apartment complex located at 451 W. Wrightwood, Chicago, Illinois ("Property");

WHEREAS, Purchaser has requested an extension of the closing date until January 10, 2001; and

WHEREAS, Seller will agree to such extension provided Purchaser deposits an additional One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) of earnest money with the Escrowee.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Seller and Purchaser agree as follows:

1. All of the above Recitals are incorporated herein by reference as if fully restated herein as this paragraph 1 and each of the parties hereto verifies the truth and veracity of each of the Recitals.

2. Seller agrees to extend the closing date from 11:00 a.m. on November 30, 2000 to 11:00 a.m. on January 10, 2001 provided Purchaser deposits with Escrowee an additional One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) of earnest money within three (3) business days of the date of the last of Seller and Purchaser to execute this Agreement. It is agreed that the additional earnest money will be held pursuant to the terms and provisions of the Contract and the joint order escrow agreement between the parties and Chicago Title and Trust Company governing the deposit of the earnest money. In the event Purchaser fails to make the additional earnest money deposit, this Agreement will become null and void and no extension in the closing date will have occurred.

3. Seller and Purchaser agree that the amounts of Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) contained in paragraph 9 of the "CONDITIONS AND STIPULATIONS" section of the Contract are hereby changed to Five Hundred Thousand and No/100 Dollars (\$500,000.00).

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4. As modified herein, the Contract remains in full force and effect and any defined terms used herein that are not defined in this Agreement shall have the meaning ascribed to them in the Contract.

IN WITNESS WHEREOF, Seller and Purchaser have each caused their authorized representatives to execute this Agreement on the dates specified below.

451 WRIGHTWOOD LIMITED  
PARTNERSHIP, an Illinois limited  
partnership, by Inland Real Estate  
Investment Corporation, a Delaware  
corporation, its corporate general partner

By: Patricia A. DelRosso  
Patricia A. DelRosso  
Senior Vice President

Date: 11/14/00

B.J.B. PARTNERS, L.L.C.,  
an Illinois limited liability company

By: James W. Purcell, Member  
James W. Purcell  
Member

Date: 11/16/00

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## SECOND MODIFICATION TO REAL ESTATE SALE CONTRACT

THIS SECOND MODIFICATION TO REAL ESTATE SALE CONTRACT ("Agreement") is by and between 451 WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership ("Seller"), and B.J.B. PARTNERS, L.L.C., an Illinois limited liability company ("Purchaser").

### RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Real Estate Sale Contract dated September 15, 2000 for the purchase and sale of the one hundred seventy-two (172) unit apartment complex located at 451 W. Wrightwood, Chicago, Illinois ("Property"), which contract was modified by that certain Modification to Real Estate Contract between the parties dated November 16, 2000 (the contract and the modification are herein collectively referred to as the "Contract"); and

WHEREAS, Purchaser and Seller have agreed to an extension of the closing date until February 1, 2001.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Seller and Purchaser agree as follows:

1. All of the above Recitals are incorporated herein by reference as if fully restated herein as this paragraph 1 and each of the parties hereto verifies the truth and veracity of each of the Recitals.
2. Seller and Purchaser agree to extend the closing date from 11:00 a.m. on January 10, 2001 to 10:00 a.m. on February 1, 2001.
3. As modified herein, the Contract remains in full force and effect and any defined terms used herein that are not defined in this Agreement shall have the meaning ascribed to them in the Contract.

IN WITNESS WHEREOF, Seller and Purchaser have each caused their authorized representatives to execute this Agreement on the dates specified below.

451 WRIGHTWOOD LIMITED  
PARTNERSHIP, an Illinois limited  
partnership, by Inland Real Estate  
Investment Corporation, a Delaware  
corporation, its corporate general partner

By: Patricia A. DelRosso  
Patricia A. DelRosso  
Senior Vice President

Date: 12/19/00

B.J.B. PARTNERS, L.L.C.,  
an Illinois limited liability company

By: James W. Purcell  
James W. Purcell  
Member

Date: 1/2/01

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## LEGAL DESCRIPTION RIDER

All of LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 451 W. Wrightwood Ave., Chicago, IL 60614.

Permanent Real Estate Index Number: 14-28-318-058-0000.

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Property of Cook County Clerk's Office

***Mail To:***

**Arnold M. Schwartz, Esq.  
Davidson & Schwartz  
111 North Canal Street  
Suite 394  
Chicago, IL 60606-7203**