

**AMENDMENT #1
TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES AND THE
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
REGARDING DISPOSITION OF THE JAMES R. THOMPSON CENTER IN
CHICAGO, ILLINOIS
(SHPO LOG [#009043021])**

WHEREAS, the State of Illinois (State), acting through the Illinois Department of Central Management Services (CMS) plans to undertake the sale (Undertaking) of the James R. Thompson Center (JRTC) located at 100 West Randolph Street, Chicago, Cook County, IL; and

WHEREAS, on April 30, 2021, CMS consulted with and requested the concurrence of the Director of the Illinois Department of Natural Resources (IDNR), who is the duly designated State Historic Preservation Officer (SHPO), in the determination that the Undertaking would not constitute an adverse effect on a historic resource protected under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, on May 28, 2021, the SHPO concurred with CMS that the JRTC was not a historic resource as defined in the Act, and thus the sale of the JRTC would not have an adverse effect on a historic resource protected under the Act; and

WHEREAS, despite the SHPO's concurrence that the JRTC is not a historical resource, CMS and IDNR entered into a Memorandum of Agreement Regarding Disposition of the James R. Thompson Center in Chicago, Illinois, fully executed as of June 7, 2021 (Agreement) to record and preserve the legacy of the JRTC; and

WHEREAS, CMS has concluded a procurement process for the sale and disposition of the JRTC, pursuant to which it has selected proposer JRTC Holdings, LLC, which directly or through one or more affiliates (collectively, Purchaser) will take title to certain property in the JRTC (Property) (other property in the JRTC being retained by the State) at closing of the transaction with CMS, and in connection with such transaction, CMS intends to agree with the Purchaser to a purchase and sale agreement (PSA), development agreement (Development Agreement), and reciprocal easement and operating agreement (REA) concerning the JRTC (collectively hereafter the Purchaser Agreements); and

WHEREAS, the Purchaser has committed, in its development proposal to CMS, to perform certain rehabilitation and renovation of the JRTC and not to demolish the JRTC in its entirety; and

WHEREAS, no other properties of potential historic, architectural, or archaeological significance known to exist within the Property, nor are human remains likely to be encountered in the Undertaking; and

WHEREAS, CMS and IDNR now consider Stipulation I.B.1 of the Agreement to be complete, and desire to amend and restate the other Stipulations of the Agreement to reflect the Undertaking as currently contemplated by the State and in the Purchaser Agreements; and

WHEREAS, IDNR and CMS agree that should the JRTC ever be deemed a historic resource, as defined in the Act, the agreed upon mitigation measures recited below satisfy all obligations under the Act; and

NOW, THEREFORE, in accordance with Stipulation VI of the Agreement, CMS and IDNR agree pursuant to this amendment (Amendment) to amend Stipulations I through IV by deleting them in their

entirety and inserting the following in lieu thereof:

I. MITIGATION

A. Recordation

CMS has retained a historical contractor(s) of CMS's choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. CMS will ensure that the following mitigation and Historic American Building Survey (HABS) recordation is completed by the Contractor and intends for the foregoing to be completed on or before the transfer of title in the Property to the Purchaser. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documentation Programs (HPD) of the National Park Service (see: <https://www.nps.gov/hdp/standards/index.htm>) for the HABS, Historic American Engineering Record (HAER), and Historic American Landscape Survey (HALS). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

1. Fieldwork: Site Visit, Photography, Measurements
 - a. The Contractor shall take site, interior, exterior, and detail digital images of the JRTC. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
 - b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
 - c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).
 - d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. The SHPO will provide any comments within thirty (30) days after receipt. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, which confirmation will not be unreasonably withheld or delayed, title to the Property may be transferred to the Purchaser.
2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS/HAER/HALS guidelines. The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
 - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the HPD staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HPD staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the JRTC, highlighting relevance in the development of 20th Century architecture and contextual history including design, construction, and use, using HABS/HAER/HALS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and historic drawings. Any original and historic drawings of the JRTC scanned at a minimum of 400 ppi and dropped full-size onto HABS/HAER/HALS title blocks. The Contractor must verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extent plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan information, photogrammetric data information).
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in .pdf format the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. The SHPO will provide any comments within thirty (30) days after receipt. When the SHPO accepts in writing the 95% draft submission (which acceptance will not be unreasonably withheld or delayed), the Contractor shall incorporate into the

recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.

4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.
 - c. Digital versions of items I.A.2.a, b, c, d, e, and g uploaded to the State of Illinois file transfer site: <https://filet.illinois.gov/filet/pimupload.asp> with "SHPO.review@illinois.gov" as the recipient.

Upon final approval, the SHPO will submit the HABS recordation package to the HPD for eventual deposit in the Library of Congress. The SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois, and provide a web link to the HABS recordation on the SHPO website.

B. Additional Mitigation

1. [Intentionally omitted]
2. The forms of one or more of the Purchaser Agreements, as applicable, include covenants of the Purchaser to satisfy those mitigation requirements of Stipulation I.B.5 and Stipulation I.B.6 of this Agreement that are specifically identified therein as requirements to be imposed by CMS on the Purchaser, to the extent that any such requirement is not satisfied prior to transfer of title in the Property to the Purchaser. Subject to compliance with the requirements of this Agreement, the form of any one or more of the Purchaser Agreements may be revised or amended as agreed by CMS and the Purchaser.
3. The Purchaser Agreements contemplate that certain rehabilitation and renovation work on the JRTC will be performed. CMS and IDNR agree that the Purchaser and the SHPO may, but need not, agree that such rehabilitation be carried out in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation*, to the extent feasible.
4. Pursuant to the Purchaser Agreements, CMS will cause the (a) Jean Dubuffet "Monument with Standing Beast" sculpture, catalog number 240-020-020.001, and (b) Richard Hunt "Illinois River" sculpture, catalog number 240-020-020.147, to be displayed publicly at the JRTC for the term set forth in the REA, subject to the terms and conditions of the Purchaser Agreements, including with respect to maintenance of such artwork during and following completion of the JRTC renovations. CMS will also cause the John Henry "Bridgeport" sculpture, catalog number 240-020-020.151, to be retained at the JRTC or relocated or displayed at another public open space of similar prominence within the City of Chicago, or donate the three sculptures to IDNR, a museum, foundation,

government entity, or other appropriate institution as agreed upon by CMS and SHPO for the purpose of being displayed in a prominent public space within the City of Chicago. Certain other artifacts or specified non-structural features of the JRTC, as mutually identified by CMS and SHPO, may be retained by the State (whether at the JRTC, subject to the terms and conditions of the Purchaser Agreements, or otherwise) or donated to a museum, foundation, or other appropriate institution of architectural and historic preservation. Any such items will be identified and agreed by CMS and SHPO prior to any construction activities occurring at the JRTC site.

5. CMS will require the Purchaser, pursuant to one or more of the Purchaser Agreements, to cause to be created and maintained, at the JRTC site or pursuant to a donation to a Chicago-area cultural or educational institution whose focus includes Chicago history or architecture (which donation, being made, will alone be sufficient to satisfy the requirements of this Stipulation I.B.5), a permanent exhibit or virtual educational resource memorializing: the JRTC contribution to 20th Century architecture, the contribution to 20th Century architecture of Helmut Jahn (the architect for the JRTC), and the significant contribution made by James R. Thompson to the design and construction of the JRTC.
6. CMS will continue to inform the public regarding the status of the Undertaking on its website and through appropriate communication channels. CMS will require the Purchaser, pursuant to one or more of the Purchaser Agreements (and subject to the terms and conditions thereof), to provide information to CMS concerning the status of the measures described in this Stipulation I.B. (Additional Mitigation) to be undertaken by the Purchaser, and CMS will publish pertinent information regarding the same through its website and other appropriate communication channels.

II. DURATION

Unless earlier terminated pursuant to Stipulation VII or otherwise by agreement of the signatories, this Agreement shall terminate upon the earlier of (a) such time as all of the terms of Stipulation I (MITIGATION) are satisfied or (b) such time as title to the Property is transferred to the Purchaser. Prior to such time, the signatories may consult to reconsider the terms of the Agreement and amend it in accordance with Stipulation VIII (AMENDMENTS) below. CMS shall notify the SHPO as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If historic properties are discovered or unanticipated adverse effects on historic properties found during the term of the Development Agreement, CMS (or, following transfer of title to the Property, with respect to such Property, the Purchaser under the requirements of the Development Agreement) shall consult with the SHPO reasonably promptly and shall make commercially reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. If CMS and the SHPO determine that further investigation is not necessary, or any investigatory efforts do not result in the finding of an adverse effect on a historic property, project activities may continue without further review.

IV. MONITORING AND REPORTING

Each year until this Agreement is terminated pursuant to Stipulation II or VII as applicable, CMS shall provide (or cause to be provided, pursuant to any applicable terms of the Purchaser Agreements or the agreement with the Contractor for the recordation) to the SHPO a summary report detailing work undertaken pursuant to this Agreement. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the efforts to carry out the terms of this Agreement. If a copy of any such report, or of this Agreement, is submitted to the National Park Service, it shall be for informational purposes only and no further action (on the part of IDNR, CMS, the Purchaser, or otherwise) will be required, it being understood that CMS has voluntarily entered into this Agreement notwithstanding the SHPO's concurrence with CMS that the JRTC is not a historic resource protected under the Act.

Except as set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Amendment. A .pdf copy of this Amendment and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Amendment by CMS and the implementation of its terms evidence that CMS has afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**AMENDMENT #1
TO MEMORANDUM OF AGREEMENT AMONG
CENTRAL MANAGEMENT SERVICES AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DISPOSITION OF THE JAMES R. THOMPSON CENTER IN
CHICAGO, ILLINOIS
(SHPO LOG [#009043021])**

SIGNATORY

CENTRAL MANAGEMENT SERVICES

Signature: _____

Janel Ford

Date: _____

3-28-2022

Janel L. Ford, Director
Illinois Department of Central Management Services

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Colleen Callahan Date: 3-28-22

Colleen Callahan, Director & State Historic Preservation Officer
Illinois Department of Natural Resources