

costs and litigation, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC and Plaintiff-Intervenors (Charging Parties) in this action. Nothing in this Decree should be construed as an admission by any party regarding the claims or defenses of the other. The application of this Consent Decree is limited to URP's operations at the Joliet Mall.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, the claimants, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

4. URP, its officers, agents (including management personnel), successors, and assigns are enjoined from discriminating against its employees on the basis of sex at the Joliet Mall.

5. Within sixty (60) days of the entry of this Decree, Defendant shall draft and distribute to all of its supervisory personnel at the Joliet Mall a policy which shall include instructions to all supervisory personnel that sexual harassment is unlawful and that they are obligated to report all complaints of sexual harassment of which they learn to their immediate supervisor. Defendant shall also draft and distribute to all of its supervisory personnel at the Joliet Mall a policy which details the manner in which complaints of sexual harassment are to be investigated. Copies of these policies shall be provided to the EEOC within 60 days of the entry of this Decree.

NON-RETALIATION

6. URP, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person who is currently or has previously been employed by it at the Joliet Mall because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree. Nothing in this paragraph shall be construed as limiting any obligations regarding retaliation generally imposed upon Defendant by Title VII.

MONETARY RELIEF

7. URP shall pay the gross sum of two hundred fifty thousand dollars (\$250,000), inclusive of attorneys' fees and costs, to the Charging Parties, represented by the law firm of Edes & Rosen. This amount shall be distributed in a manner and on terms separately agreed to by Defendant and by Edes & Rosen on behalf of the Charging Parties as their own private counsel. Charging Parties shall execute and provide to URP release agreements. The terms of the release agreements and the manner and timing of their delivery to URP shall be on terms separately agreed to by URP and Edes & Rosen on behalf of the Charging Parties. EEOC did not participate in the

negotiation or drafting of such releases and has not approved them.

POSTING OF NOTICE

8. Within ten (10) business days after entry of this Decree, URP shall post same-sized copies of the Notice attached as Exhibit A to this Decree on all bulletin boards usually used by URP for communicating with its employees at the Joliet Mall. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Notwithstanding the foregoing and any other provisions herein to the contrary, if URP loses its management of the Joliet Mall, its obligations under this Decree shall cease, except for its obligations under paragraph 7 and except for any disputes already raised under Paragraphs 13 and 14. URP shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. URP shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. URP shall permit a representative of the EEOC to enter URP's premises at the Joliet Mall for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

9. For a period of two (2) years following entry of this Decree, URP shall maintain and make available for inspection and copying by the EEOC records of each complaint by one of its employees of sexual harassment occurring in the Joliet Mall. Such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter.

10. URP shall make all documents or records referred to in Paragraph 9, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, URP shall make available for interview all persons within its employ whom the EEOC reasonably

requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter URP's premises for such purposes on five (5) business days advance notice by the EEOC.

11. Nothing contained in this Decree shall be construed to limit any obligation URP may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

12. URP shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-four (24) months after entry of the Decree. Each such report shall contain:

a. A summary of the information recorded by URP pursuant to Paragraph 9, including the name of the complainant, the allegation of the complaint and the action taken by Defendant in response; and,

b. A certification by URP that the Notice required to be posted in Paragraph 8, above, remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

13. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ninety (90) days of the alleged non-compliance and shall afford the alleged non-complying party twenty (20) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied or that no non-compliance has occurred. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the

complaining party may apply to the Court for appropriate relief. The party alleging non-compliance must act in good faith in both its allegation of non-compliance and the absence of appropriate remedial measures.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

14. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) years period, any dispute(s) under Paragraph 13, above, remain unresolved, the term of the Decree shall be automatically extended (solely regarding such unresolved dispute(s) and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as any such dispute(s) has been resolved.

MISCELLANEOUS PROVISIONS

15. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

16. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of URP in their capacities as representatives, agents, directors and officers of URP, and not in their individual capacities, and Plaintiff and Plaintiff-Intervenors and their respective legal representatives, agents heirs, beneficiaries, executors and assigns. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

17. When this Decree requires the submission by URP of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: URP Settlement, c/o Ethan M. M. Cohen, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661.

For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, N.W.
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Nicholas M. Inzeo
Acting Deputy General Counsel

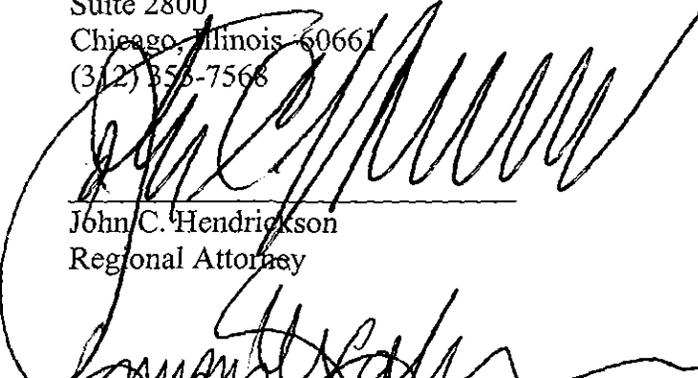
Gwendolyn Young Reams
Associate General Counsel

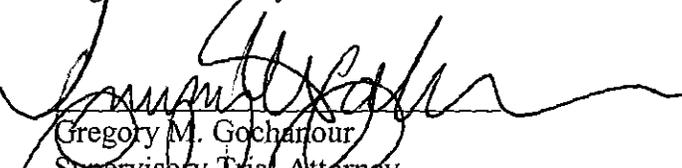
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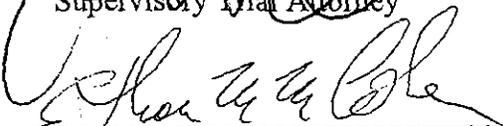

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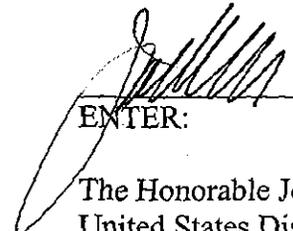

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Wietting, Stephanie Coffey, Debra Neubauer,
and Jennifer Anderson:


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DATE: April 4, 2003


ENTER:

The Honorable Joan B. Gottschall
United States District Judge