



# City of Chicago



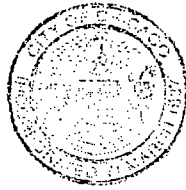
O2018-5387

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/27/2018
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Redevelopment agreement with new developer, St. Boniface LLC for previously acquired city parcels at 1342-1350 W Chestnut St, 921 N Noble St
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

H-3



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 27, 2018

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment of a previously passed land sale concerning St. Boniface.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

WHEREAS, the City of Chicago is an Illinois municipal corporation and home rule unit of government ("City"); and

WHEREAS, St. Boniface, LLC is an Illinois limited liability company ("Developer"); and

WHEREAS, pursuant to an ordinance adopted on June 30, 2010 (the "2010 Ordinance"), and published at pages 95169 through 95296 in the Journal of the Proceedings of the City Council (the "Journal") for such date, the City, St. Boniface Senior Living Foundation, an Illinois not-for-profit corporation ("Sponsor"), and St. Boniface Senior Living, LLC, an Illinois limited liability company ("2010 Developer") previously entered into that certain Agreement for the Sale and Redevelopment of Land dated October 20, 2010, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on October 27, 2010 as document no. 1030031119 (the "2010 Agreement"); and

WHEREAS, pursuant to the 2010 Ordinance and the 2010 Agreement, by the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031120, the City conveyed to the Sponsor approximately 32,980 square feet of real property located at the northeast corner of West Chestnut and North Noble Streets, legally described on Exhibit 1 attached hereto (the "Property"), on which sits the surviving structure of the historic St. Boniface Church (the "Church Building"), for a senior housing project (the "2010 Project"); and

WHEREAS, the Church Building is an historic structure rated "Orange" by the Chicago Historical Survey and has been closed since 1990; and

WHEREAS, certain features of the Church Building hereto have historical and architectural significance (such features, the "Significant Features"); and

WHEREAS, the City's conveyance of the Property to the Sponsor triggered the affordable housing requirements of Section 2-45-110 of the Municipal Code of Chicago; and

WHEREAS, by the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Property to the 2010 Developer; and

WHEREAS, pursuant to the 2010 Agreement, the 2010 Developer demolished the rectory on the Property north of the Church Building and performed certain emergency stabilization work on the Church Building; and

WHEREAS, the 2010 Developer subsequently proposed a redesign of the 2010 Project; and

WHEREAS, the City, Sponsor and 2010 Developer subsequently entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land, dated January 10, 2012 and recorded in the Recorder's Office on January 25, 2012 as document no. 1202516074 ("First Amendment"), pursuant to which the City granted the 2010 Developer an extension of the time frames set forth in the 2010 Agreement, in order to give the 2010 Developer time to perform certain due diligence (e.g., finalize construction plans, obtain cost estimates, finalize sources for potential financing) relating to that proposed redesign; and

WHEREAS, after the First Amendment was executed, the 2010 Developer proposed a further redesign of the 2010 Project; and

WHEREAS, the City, in order to facilitate the 2010 Developer's due diligence relating to such further redesign, granted Developer's request for additional time to commence and complete the further redesign of the 2010 Project pursuant to that Second Amendment to Agreement for the Sale and Redevelopment of Land dated as of April 19, 2012, and recorded on August 17, 2012 in the Recorder's Office as document no. 1223020939 (the "Second Amendment"); and

WHEREAS, after the Second Amendment was executed, the 2010 Developer proposed to redevelop the Church Building into a fifty-six (56) unit senior housing complex, with all of such units constituting affordable housing rental units) (the "2012 Project"), and requested additional time to commence and complete the 2012 Project; and

WHEREAS, in order to secure and preserve the Significant Features of the Church Building, the 2010 Developer proposed stabilizing and repairing the Significant Features, and re-using as much of the masonry of the original Significant Features as possible and as much of the non-masonry portions of the original Significant Features as commercially reasonable as part of the 2012 Project; and

WHEREAS, at the 2010 Developer's request, the City consented to give the 2010 Developer additional time to provide evidence of binding commitments to provide the equity and debt financing for the 2012 Project, to close such financing, and to commence construction; and

WHEREAS, the City Council, pursuant to an ordinance adopted on October 3, 2012, and published at pages 35172 through 35234 in the Journal of such date, authorized the City's execution of that certain Amended and Restated Agreement for the Sale and Redevelopment and Land with the Sponsor and the 2010 Developer (the "2012 Agreement"), which was dated October 19, 2012 and recorded with the Recorder's Office on November 8, 2012, as document no. 1231345047; and

WHEREAS, the 2010 Developer failed to secure the requisite financing for and commence construction of the 2012 Project under the 2012 Agreement, causing a default thereunder; and

WHEREAS, the Sponsor and the 2010 Developer then proposed that the Property be transferred to the Developer pursuant to Section 15 of the 2012 Agreement; and

WHEREAS, at the request of the Sponsor the City executed that certain Consent to Transfer dated September 23, 2016 (the "Consent to Transfer"), thereby triggering the affordable housing requirements of Section 2-45-115 of the Municipal Code of Chicago; and

WHEREAS, by the 2010 Developer's special warranty deed dated September 23, 2016, and recorded with the Recorder's Office on September 27, 2016, as document no. 1627119714, the 2010 Developer conveyed the Property to the Developer; and

WHEREAS, the Developer has proposed to rehabilitate the Church into multi-family housing and construct two additional buildings (one primarily to enhance the social service activities of the Northwestern University Settlement House and one for multi-family housing) on

the Property in two development phases (the "Project"), and DPD has reviewed and approved such proposal; and

WHEREAS, the Project was reviewed by the Chicago Plan Commission (the "Commission") on April 19, 2018; and

WHEREAS, the Commission approved the Developer's proposed zoning change for the Property from RS-3 to B2-3 and then to a planned development (as approved by the City Council on May 25, 2018); and

WHEREAS, the City and the Developer desire to enter into a redevelopment agreement in substantially the form attached hereto as Exhibit 2 (the "Redevelopment Agreement") in order to document their respective rights and obligations with respect to the Project; *now, therefore,*

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit 1 – Legal Description of Property  
Exhibit 2 – Redevelopment Agreement

ORDINANCE EXHIBIT 1 – LEGAL DESCRIPTION OF PROPERTY

~~XXXXXXXXXX~~  
**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**RECTORY PARCEL:**

THAT PART OF LOTS 3 AND 4 TAKEN AS A TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 56.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT THENCE NORTH 89° 59' 00" EAST 38.00 FEET; THENCE NORTH 00° 00' 00" EAST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET; THENCE SOUTH 00° 00' 00" WEST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET TO THE EAST LINE OF SAID TRACT; ALL IN JACOB GENESER'S SUBDIVISION OF LOTS 45 TO 48 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 45, 46, 47 AND THE WEST 7 FEET OF SAID LOT 48 IN BLOCK 23 IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 4,468 SQ.FT. OR 0.13 ACRES

PIN: (part of) 17-05-320-003

Commonly known as: 921 North Noble  
Chicago, Illinois 60642

BONIFACE PARCEL:

THAT PART OF LOTS 3 AND 4 TAKEN AS A TRACT (EXCEPT THAT PART LYING NORTH OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT 56.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT THENCE NORTH 89° 59' 00" EAST 38.00 FEET; THENCE NORTH 00° 00' 00" EAST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET; THENCE SOUTH 00° 00' 00" WEST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET TO THE EAST LINE OF SAID TRACT ) ALL IN JACOB GENESER'S SUBDIVISION OF LOTS 45 TO 48 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 45, 46, 47 AND THE WEST 7 FEET OF SAID LOT 48 IN BLOCK 23 IN THE CANAL TRUSTEES SUBDIVISION

ALSO

LOTS 92 TO 94 AND THE WEST 7.00 FEET OF LOT 91 IN THE SUBDIVISION OF BLOCKS 23 AND 25 AND LOCATION OF STREETS AND ALLEYS IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA= 13,407 SQ.FT. OR 0.31 ACRES

PINs: 17-05-320-003  
17-05-320-034 (part of)

Commonly known as: 921 North Noble  
Chicago, Illinois 60642

VACANT PARCEL:

LOTS 87 TO 90 AND LOT 91 (EXCEPT THE WEST 7.00 FEET THEREOF) IN THE SUBDIVISION OF BLOCKS 23 AND 25 AND LOCATION OF STREETS AND ALLEYS IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA, = 15,105 SQ.FT. OR 0.347 ACRES

PINs: (part of) 17-05-320-034

Commonly known as: 1358 West Chestnut Street  
Chicago, Illinois 60642



ORDINANCE EXHIBIT 2 – REDEVELOPMENT AGREEMENT

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING,  
PLEASE RETURN TO:  
Michael L. Gaynor, Senior Counsel  
City of Chicago  
Department of Law  
Real Estate and Land Use Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
(312) 744-0200

ST. BONIFACE, LLC  
AGREEMENT FOR THE  
REDEVELOPMENT  
OF LAND

(The Above Space For Recorder's Use Only)

This ST. BONIFACE, LLC AGREEMENT FOR THE REDEVELOPMENT OF LAND ("Agreement") is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Closing Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and ST. BONIFACE, LLC, an Illinois limited liability company ("Developer"), whose offices are located at 1462 North Milwaukee Avenue, Suite 3, Chicago, Illinois 60622.

#### RECITALS

WHEREAS, pursuant to an ordinance adopted on June 30, 2010 (the "2010 Ordinance"), and published at pages 95169 through 95296 in the Journal of the Proceedings of the City Council (the "Journal") for such date, the City, St. Boniface Senior Living Foundation, an Illinois not-for-profit corporation ("Sponsor"), and St. Boniface Senior Living, LLC, an Illinois limited liability company ("2010 Developer") previously entered into that certain Agreement for the Sale and Redevelopment of Land dated October 20, 2010, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on October 27, 2010 as document no. 1030031119 (the "2010 Agreement"); and

WHEREAS, pursuant to the 2010 Ordinance and the 2010 Agreement, by the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031120 (the "City Deed"), the City conveyed to the Sponsor approximately 32,980 square feet of real property located at the northeast corner of West Chestnut and North Noble Streets, legally described on Exhibit A attached hereto (the "Property"), on which sits the surviving structure of the historic St. Boniface Church (the "Church Building"), for a senior housing project (the "2010 Project"); and

WHEREAS, the Church Building is an historic structure rated "Orange" by the Chicago Historical Survey and has been closed since 1990; and

WHEREAS, certain features of the Church Building as described on Exhibit C attached hereto have historical and architectural significance (such features, the "Significant Features"); and

WHEREAS, the City's conveyance of the Property to the Sponsor triggered the affordable housing requirements of Section 2-45-110 of the Municipal Code of Chicago (the "2007 Affordable Requirements Ordinance" or "2007 ARO"); and

WHEREAS, by the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Property to the 2010 Developer; and

WHEREAS, pursuant to the 2010 Agreement, the 2010 Developer demolished the rectory on the Property north of the Church Building and performed certain emergency stabilization work on the Church Building; and

WHEREAS, the 2010 Developer subsequently proposed a redesign of the 2010 Project; and

WHEREAS, the City, Sponsor and 2010 Developer subsequently entered into that certain First Amendment to Agreement for the Sale and Redevelopment of Land, dated January 10, 2012 and recorded in the Recorder's Office on January 25, 2012 as document no. 1202516074 ("First Amendment"), pursuant to which the City granted the 2010 Developer an extension of the time frames set forth in the 2010 Agreement, in order to give the 2010 Developer time to perform certain due diligence (e.g., finalize construction plans, obtain cost estimates, finalize sources for potential financing) relating to that proposed redesign; and

WHEREAS, after the First Amendment was executed, the 2010 Developer proposed a further redesign of the 2010 Project; and

WHEREAS, the City, in order to facilitate the 2010 Developer's due diligence relating to such further redesign, granted Developer's request for additional time to commence and complete the further redesign of the 2010 Project pursuant to that Second Amendment to Agreement for the Sale and Redevelopment of Land dated as of April 19, 2012, and recorded on August 17, 2012 in the Recorder's Office as document no. 1223020939 (the "Second Amendment"); and

WHEREAS, after the Second Amendment was executed, the 2010 Developer proposed to redevelop the Church Building into a fifty-six (56) unit senior housing complex, with all of such units constituting affordable housing rental units) (the "2012 Project"), and requested additional time to commence and complete the 2012 Project; and

WHEREAS, in order to secure and preserve the Significant Features of the Church Building, the 2010 Developer proposed stabilizing and repairing the Significant Features, and re-using as much of the masonry of the original Significant Features as possible and as much of the non-masonry portions of the original Significant Features as commercially reasonable as part of the 2012 Project; and

WHEREAS, at the 2010 Developer's request, the City consented to give the 2010 Developer additional time to provide evidence of binding commitments to provide the equity and debt financing for the 2012 Project, to close such financing, and to commence construction; and

WHEREAS, the City Council, pursuant to an ordinance adopted on October 3, 2012, and published at pages 35172 through 35234 in the Journal of such date (the "2012 Ordinance"), authorized the City's execution of that certain Amended and Restated Agreement for the Sale and Redevelopment and Land with the Sponsor and the 2010 Developer (the "2012 Agreement"), which was dated October 19, 2012 and recorded with the Recorder's Office on November 8, 2012, as document no. 1231345047; and

WHEREAS, the 2010 Developer failed to secure the requisite financing for and commence construction of the 2012 Project under the 2012 Agreement, causing a default thereunder; and

WHEREAS, the Sponsor and the 2010 Developer then proposed that the Property be transferred to the Developer (the "Transfer") pursuant to Section 15 of the 2012 Agreement; and

WHEREAS, at the request of the Sponsor the City executed that certain Consent to Transfer dated September 23, 2016 (the "Consent to Transfer"), thereby triggering the affordable housing requirements of Section 2-45-115 of the Municipal Code of Chicago (the "2015 Affordable Requirements Ordinance" or "2015 ARO"); and

WHEREAS, by the 2010 Developer's special warranty deed dated September 23, 2016, and recorded with the Recorder's Office on September 27, 2016, as document no. 1627119714, the 2010 Developer conveyed the Property to the Developer; and

WHEREAS, the Developer has proposed to rehabilitate the Church into multi-family housing and construct two additional buildings (one primarily to enhance the social service activities of the Northwestern University Settlement House – the "NUSH Building" as described in Exhibit B -- and one for multi-family housing – the "New Residential Building" as described on Exhibit B) on the Property in two development phases (the "Phase I Project" and the "Phase II Project," together the "Project," all as described on Exhibit B hereto), and DPD has reviewed and approved such proposal; and

WHEREAS, the Project was reviewed by the Chicago Plan Commission (the "Commission") on April 19, 2018; and

WHEREAS, the Commission approved the Developer's proposed zoning change for the Property from RS-3 to B2-3 and then to a planned development (the "PD," known as PD # \_\_\_\_\_, as approved by the City Council on May 25, 2018).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

#### SECTION 2. PURCHASE PRICE.

Pursuant to the 2010 Agreement, the City has previously sold the Property to the Sponsor for the sum of One Dollar (\$1.00) and the Sponsor conveyed the Property to the 2010 Developer. The 2010 Developer transferred the Property to the Developer as described in the recitals above. The Developer paid additional costs of encumbrances on the Property, including mortgage-backed debt in the amount of \$1,499,536. The Developer shall pay the City all reasonable third party recording and other closing costs incurred by the City in connection with its execution of this Agreement and the financing closing contemplated hereunder.

#### SECTION 3. DEMOLITION ESCROW

There currently exists the sum of \$[247,644.26] that is being held by the City in an escrow account ([999010273-002][0210-99900383F-002]) at Fidelity National Title Insurance Company (the "Escrow") for the purpose of demolition of the Church Building if the Project is abandoned and the Church Building must be demolished. Such funds as may be deposited in the Escrow account shall be paid out to the Developer upon the issuance of the Certificate of Completion for the Phase I Project.

#### SECTION 4. CLOSING.

The City, Sponsor and 2010 Developer closed on the 2010 Agreement and the conveyances (from City to Sponsor, and Sponsor to 2010 Developer) of the Property occurred on October 27, 2010. The 2010 Developer transferred the Property to the Developer as described in the recitals above.

#### SECTION 5. CONVEYANCE OF TITLE.

(a) By the City's quitclaim deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031120, the City conveyed the Property to the Sponsor, and by the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Property to the 2010 Developer. By the 2010 Developer's special warranty deed dated September 23, 2016, and recorded with the Recorder's Office on September 27, 2016, as document no. 1627119714, the 2010 Developer conveyed the Property to the Developer.

(b) As indicated on Exhibit A, the addresses, PINs, and square footages of the two existing parcels that comprise the subject Property are:

1342-1350 West Chestnut Street	17-05-320-034-0000	25,600 sq. ft.
921 North Noble Street	17-05-320-003-0000	7,380 sq. ft.

(c) The Property is encumbered by a repurchase option granted to the Catholic Archdiocese of Chicago by the City of Chicago when the City first acquired the Property.

(d) Prior to commencing construction of the Phase I Project as described below and in Exhibit B, the Developer intends to divide each of the Property's two existing tax parcels in order to create three tax parcels, with each new tax parcel to accommodate one of the three buildings included in the Project: the Church Building, the NUSH Building, and the New Residential Building. PIN # 17-05-320-034-0000 will be divided from 25,600 sq. ft. into a 10,496 sq. ft. parcel and a 15,104 sq. ft. parcel. PIN # 17-05-320-003-0000 will be divided from 7,380 sq. ft. into a 4,100 sq. ft. parcel and a 3,280 sq. ft. parcel. The 10,496 sq. ft. division and the 3,280 sq. ft. division will then be combined to form a 13,776 sq. ft. tax parcel. The future addresses and square footages of each new tax parcel will be:

1350 West Chestnut Street	<u>"Church Building Parcel"</u>	13,776 sq. ft.
921 North Noble Street	<u>"NUSH Building Parcel"</u>	4,100 sq. ft.
1342 West Chestnut Street	<u>"New Residential Building Parcel"</u>	15,104 sq. ft.

The Developer shall provide the City with written evidence of the division upon completion thereof. As described in Exhibit B, the Phase I Project is itself comprised of three projects: the "Church Building Project" on the Church Building Parcel, the "NUSH Building Project" on the NUSH Building Parcel, and the "Off-Site Project." The Developer shall not commence construction of the NUSH Building Project until (1) the division is complete and (2) the Developer has deposited new reconveyance deeds pursuant to Section 9(b) below. The Phase II Project, as described in Exhibit B, shall be the development of the New Residential Building Parcel.

**SECTION 6. TITLE AND SURVEY.**

The Developer acknowledges that the City has previously complied with its obligations under Section 6 of the 2010 Agreement and has no duty to clear any title exceptions or encumbrances or title (whether the same existed as of the initial closing date, or have arisen after such date). Developer is responsible for all taxes accruing on the Property after October 20, 2010.

**SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

(a) The Developer will submit plans and permit applications for the Church Building Project and commence rehabilitation and construction work pursuant to the schedule in Section 7(c) below. The Developer's building permit application shall include an engineer's report, in form and substance reasonably acceptable to DPD, which details the then-current (i.e., within 3 months of the permit application date) condition of the Church Building and which confirms that such condition is compatible with the development of the Phase I Project. If such permits are not obtained and construction has not begun by the date set forth in Section 7(c) below then the Developer will apply for demolition permits by that date, and begin demolition no later than the date set forth in Section 7(c) below, unless such dates are extended by the Circuit Court of Cook County, Illinois, through the City's prior consent to such extension.

(b) Permits will be applied for in phases so exterior stabilization activities for the Church Building can begin as permits are approved.

(c) The Developer shall comply with the following submission for permit and construction schedule:

1. Submit for non-structural demolition permit for the Church Building by June 1, 2018.
2. Submit the required Church Building structural condition report and stabilization plan by August 1, 2018.
3. Construction on the Church Building stabilization, if required, shall begin by September 1, 2018.
4. Submit permits for construction of the Phase I Church Building residential units by November 1, 2018.
5. Begin construction of the Phase I Church Building residential units within 60 days of issuance of the permits of Section 7(c)(4).
6. Submit permits for the NUSH Building by June 1, 2019.
7. Completion of Phase I Church Building building envelope and interior structure by December 31, 2020, with such completion to be verified by City inspection by January 15, 2021.
8. Complete construction of the Phase I Church Building residential units (with such completion to be evidenced by a certificate of occupancy) within 24 months of permit issuance.
9. Complete construction of the NUSH Building (with such completion to be evidenced by a certificate of occupancy) within 12 months of permit issuance.
10. Complete the temporary improvements to the New Residential Building Parcel required by the PD within the timeframe set forth in the PD.

#### SECTION 8. BUDGET AND PROOF OF FINANCING; INSURANCE.

(a) The total budget for the Project is currently estimated to be \$[30,859,010], and is attached hereto as Exhibit D (the "Preliminary Budget," including the preliminary budgets for Phase I (\$\_\_\_\_\_) and Phase II (\$\_\_\_\_\_) attached hereto as Exhibits D-Phase I and D-Phase II, respectively). The Developer shall submit to DPD for approval revisions to the Preliminary Budget, including requests for adjustments between line items.

(b) Not later than December 1, 2018, the Developer shall provide documentation (e.g., binding commitment letters subject to typical commercial lending requirements) to DPD evidencing that the Developer has secured funding commitments in the amounts and of the types shown in the "sources of funds" portion of the Phase I Preliminary Budget and sufficient to pay all of the project costs set forth in such Phase I Preliminary Budget ("Proof of Financing"). The Developer acknowledges and agrees that the City shall require any lenders and any other parties claiming a lien against the Property, or the Developer's interest therein (if any), to enter into a subordination and forbearance agreement acceptable to the City ("Subordination and Forbearance Agreement").

(c) The Developer shall maintain the insurance coverages and requirements specified in Exhibit E of this Agreement, and provide evidence reasonably satisfactory to the City of such compliance.

#### SECTION 9. RECONVEYANCE DEEDS

(a) The Developer has concurrently herewith deposited with the City a special warranty deed for the Property, in recordable form naming the City as grantee (the "Property Reconveyance Deed"), for possible recording in accordance with Section 19.6 below.

(b) Upon the division of the Property from two tax parcels into three as described in Section 5 above, the Developer shall deposit with the City a special warranty deed for each of the three new tax parcels (namely, the "Church Building Parcel Reconveyance Deed," the "NUSH Building Parcel Reconveyance Deed" and the "New Residential Building Parcel Reconveyance Deed," and together the "Property Reconveyance Deeds") in recordable form naming the City as grantee, for possible recording in accordance with Section 19.6 below, and the City shall return the Property Reconveyance Deed to the Developer.

(c) If the Developer is ordered pursuant to Circuit Court of Cook County, Municipal Division, case number 08 M1 400688 (the "Case") to demolish the Church Building then the Developer must submit a revised proposal for the Phase I Project to the City for its review and approval (including the approval of City Council, if required in the opinion of the City). If the Developer does not commence and complete (as evidenced by the issuance of a certificate of occupancy) such revised Phase I Project within five years of such demolition order then the City may record the Church Building Parcel Reconveyance Deed.

(d) The City will return the Church Building Parcel Reconveyance Deed and the NUSH Building Parcel Reconveyance Deed to the Developer with the Certificate of Completion for Phase I; provided, however, that the Developer must cause Northwestern University Settlement House (or other owner of the NUSH Building Parcel) simultaneously to provide the City with a special warranty deed for the NUSH Building Parcel as security for the restrictive covenants described in Exhibit B.

(e) If the Developer does not receive a certificate of occupancy for the Phase II Project from the City's Department of Buildings by May 25, 2025 (such date being the seventh anniversary of the May 25, 2018 approval of the PD), the City may record the New Residential Building Parcel Reconveyance Deed. If the Developer does receive a certificate of occupancy for the Phase II Project from the City's Department of Buildings by such date then the City shall return the New Residential Building Parcel Reconveyance Deed to the Developer upon the Developer's written request.

## SECTION 10. CONSTRUCTION REQUIREMENTS, AFFORDABILITY REQUIREMENTS AND PRESERVATION REQUIREMENTS.

10.1 Site Plans. The Developer has submitted preliminary schematic drawings for the Phase I Project prepared by SPACE Architects & Planners, dated April 19, 2018, and attached hereto as Exhibit F ("Preliminary Schematic Drawings"). Once such "permit ready" drawings are approved by DPD (such approved drawings, the "Final Drawings"), no material deviation from the Final Drawings may be made without the prior written approval of DPD, in its reasonable discretion, and the Developer shall construct the Phase I Project in accordance with the Final Drawings. If the Developer submits and DPD approves revised drawings and specifications in writing after the date of this Agreement, the term "Final Drawings" as used herein shall refer to such revised drawings and specifications.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or



construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Phase I Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve, in its reasonable discretion, any streetscaping provided by the Developer as part of the Phase I Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion for the Phase I Project, any duly authorized representative of the City shall have access to the Property at all reasonable times upon prior reasonable notice for the purpose of determining whether the Developer is constructing the Phase I Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws"). Thereafter, such inspection rights shall entitle the City to have access to the Property, on the same terms and conditions as set forth above and subject to the rights of tenants of the Property under their leases, for purposes of enabling the City to determine compliance with the affordable housing requirements of this Agreement.

10.4 Barricades and Signs. (a) The Developer, at its sole cost and expense, [shall erect and maintain] [has previously erected and maintains] such signs as the City has reasonably required identifying the Property as a City redevelopment project and, shall after the date hereof, continue to do so. The Developer may, at its sole cost and expense, erect and maintain a sign that identifies any equity providers and debt providers for the Phase I Project.

(b) Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

10.5 Affordability Requirements. As a condition precedent to the Developer receiving a building permit for the Project, the Developer shall execute an Affordable Housing Covenant and Agreement in substantially the form attached hereto as Exhibit H and record it against the Property in order to secure the performance of the Developer's obligations under the 2015 ARO. In addition, the Developer shall construct the NUSH Building with four rental dwelling units and require by means of restrictive covenant (as described in Exhibit B) that NUSH independently maintain these units affordable to the current 2015 ARO requirements for thirty years.

10.6 Preservation of the Significant Features. The Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property, the Church or the Phase I Project, and as provided in the City Deed, that following issuance of the Certificate of Completion (as defined below) for the Phase I Project, the Developer, its successors and assigns:

(1) shall not demolish, remove or raze the Significant Features (as defined in Exhibit C), unless required by law or if the Significant Features pose a threat to persons or property and other means are not available to ameliorate those threats or if DPD gives its written consent;

(2) shall not undertake or permit to be undertaken any of the following changes with regard to the Significant Features, unless either: (x) such changes are required under the Final Drawings that have been approved by DPD in accordance with Section 10.1 hereof; or (y) the Developer, its successors or assigns shall first receive the express written consent of DPD, which written consent or refusal to grant such consent shall be in DPD's reasonable discretion and shall include a statement of the reasons for such refusal (if applicable), and shall be delivered to the Developer by DPD within 60 days of receipt of the Developer's written request for such approval: (a) increase or decrease the height of the Significant Features; (b) adversely affect the structural soundness of the Significant Features; (c) make any changes in the Significant Features, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Significant Features; (d) erect anything on the Significant Features which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration; or (e) undertake any significant reconstruction, repair, repainting or refinishing of the Significant Features that alters its state from the condition as described in the Preliminary Schematic Drawings (as the same are superseded by the Final Drawings); and

(3) shall use commercially reasonable efforts to perform ordinary maintenance on the Significant Features in order to maintain their appearance and structural soundness and to prevent any further deterioration of the Significant Features.

10.7 Survival. The provisions of this Section 10 shall survive the Closing Date. Notwithstanding the foregoing, the Developer shall be released from the obligations of Section 10.6 upon (1) the establishment of the home owners association ("HOA") for the condominium units in the Church Building and (2) the deeding or other conveying of all common elements in the Church Building (including the façade of the Church Building) from the Developer to the HOA, provided that such deed(s) or other conveyance must subject title to Section 10.6.

#### SECTION 11. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such DPD approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

#### SECTION 12. COMMENCEMENT AND COMPLETION OF PHASE I PROJECT.

A. Phase I Project Commencement Date. The Developer shall commence the Phase I Project pursuant to Section 7 above. Prior to commencement of the Phase I Project and in any event not later than the Closing Date hereof the Developer shall meet the following "Phase I Closing Conditions":

i. The Developer shall have delivered to the City evidence of all applicable building permits, zoning and other final governmental approvals necessary for the Phase I Project;

ii. The City shall have reasonably approved the Developer's final budget, MBE/WBE budget for the Phase I Project and evidence of equity and loan funds committed, available (i.e., ready to be drawn down), adequate to finance the Phase I Project, including, without limitation, the City's review and reasonable approval of the terms of the mortgages and any other security instruments of such equity and debt providers and the remedies thereunder (collectively, the "Phase I Project Financing"). The lenders providing the Phase I Project Financing (and any other party claiming a lien against the Rectory Parcel, or the Developer's interest therein) must agree, in a written form reasonably acceptable to the City's Corporation Counsel, to release the lien of their financing and any claim with respect to the Property or any portion thereof if the City notifies any such Phase I Project lender that the City will exercise its rights hereunder to take title to the Property or any such portion thereof pursuant to the terms hereof;

iii. The Developer shall actually close the Phase I Project Financing and make the initial draw down thereunder, whether from equity or debt financing sources, and be in a position to commence construction of the Phase I Project by not later than 60 days after the issuance of permits as required in Section 7(c)(5);

iv. The Developer shall have delivered to the City evidence of liability and property insurance reasonably acceptable to the City (based on Exhibit E);

v. The Developer shall have delivered for review and reasonable Final Drawings and specifications for the Phase I Project and such documents shall have been reasonably approved by DPD;

vi. The Developer has provided audited financial statements to DPD for its last two fiscal years, if available, and its most recently available unaudited interim financial statements;

vii. The Developer has furnished the City with a copy of an owner's title policy for the Property (the "Title Policy"), certified by \_\_\_\_\_ (the "Title Company"), showing Developer as the named insured and all property taxes paid on the Property. The Title Policy for the Property is dated as of the Closing Date and evidences the recording of this Agreement. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey;

viii. The Developer has furnished the City with a copy of a Class A plat of survey (the "Survey") in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date (including by means of a "no changes" affidavit), acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to

reflect improvements to the Property in connection with the construction of the Project as required by the City);

ix. The Developer has submitted to the Corporation Counsel, and the Corporation Counsel has approved, an opinion of counsel of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by the Developer provided for herein;

x. Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel, against either of them, the Property or any fixtures now or hereafter affixed thereto:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments
U. S. Bankruptcy Court	Bankruptcy Search

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving the Developer or any person holding an ownership interest in the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance;

xi. Developer has submitted to the Corporation Counsel a copy of its current articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of the operating agreement of the members of the Developer, as certified by the manager of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transactions contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State and all other states in which the Developer is qualified to do business dated no more than thirty (30) days prior to the Closing Date; evidence that the Developer has changed the mailing address for property tax bills from the 2010 Developer's to its own; and such other organizational documents as the City may reasonably request;

xii. Developer has provided to the Corporation Counsel an Economic Disclosure Statement (or more than one if required by the ownership structure), in the City's then current form, dated as of the Closing Date;

xiii. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on

or prior to the Effective Date, subordinating any liens against the Property related to any Phase I Project Financing to certain encumbrances of the City set forth herein;

xiv. The Developer and the Developer's general contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4; and

xv. Developer shall deliver the Reconveyance Deeds for the Property to the City pursuant to Section 9 for possible recording in accordance with Section 19.6 below, if applicable.

B. Phase I Project Completion Date. The Developer shall substantially complete the construction of the Phase I Project as required by Section 7(c).

C. Discretion to Extend. In addition to the other extension rights expressly set forth in this Agreement, the Commissioner of DPD shall have discretion to extend any of the construction commencement and completion dates for the Phase I Project by up to three (3) months each for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Phase I Project. The Developer shall construct the Phase I Project in accordance with all Laws and covenants and restrictions of record.

#### SECTION 13. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion upon the completion of the Phase I Project (the "Certificate of Completion"). Within thirty (30) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either (a) the Certificate of Completion, which the City shall issue if, in the City's reasonable discretion, the Developer has substantially completed the Phase I Project in conformity with this Agreement, or (b) a written statement indicating in adequate detail how the Developer has failed to complete the Phase I Project in conformity with this Agreement, or is otherwise in default under this Agreement, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the City Deed with respect to the Developer's obligations to construct the Phase I Project (but not with respect to any post-construction obligations). The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Phase I Project, and shall not serve as any "guaranty" as to the quality of the construction.

#### SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that, subject to the provisions of Section 18, it:

14.1 Shall devote the Property or any part thereof to construct the Project (and the uses described in Section 14.4 below).

14.2 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Property or any part thereof or the Project or any part thereof.

14.3 Shall comply with the affordable housing requirements set forth in Section 10.5.

14.4 Shall use the New Residential Building Parcel in accordance with the PD during the construction of the Phase I Project.

14.5 Shall comply with the preservation of Significant Features covenants set forth in Section 10.6.

#### SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Subject to the provisions of Section 18, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer, lease or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement (the transactions described in (a) and (b) are collectively, "Transfers" and individually, a "Transfer"); provided that (i) DPD's consent shall not be required with respect to the sale of any individual condominium housing unit; (ii) DPD's consent shall not be required with respect to any lease of any housing unit; and (iii) DPD's consent shall be required prior to the transfer of the NUSH Building Parcel from the Developer to Northwestern University Settlement House (or its designee). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee, lessee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

#### SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Phase I Project, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for (a) [intentionally omitted], (b) any mortgage approved pursuant to Section 12.A.ii, and (c) any "permanent" or "take-out" mortgage for the Phase I Project following the issuance of a Certificate of Completion for the Phase I Project, provided that the dollar amount secured by such "permanent" or "take-out" mortgage does not exceed the dollar amount permitted to be secured by the mortgage(s) approved pursuant to Section 12.A.ii.

#### SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the City Deed, any holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Phase I Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 12.A.ii, execute and record a Subordination and Forbearance Agreement (as defined in Section 8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion for the Phase I Project, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be bound by the covenants running with the land specified in Section 18.

#### SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree that the covenants provided in Section 10.5 (Affordability Requirements), Section 10.6 (Preservation of the Significant Features), Section 12 (Commencement and Completion of Phase I Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property), as well as the restrictive covenants regarding the NUSH Building Parcel described in Exhibit B, will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 14.1, Section 15 and Section 16 shall terminate upon the earlier of: (i) issuance of the Certificate of Completion for the Phase I Project (or waiver thereof) and (ii) a mortgagee coming into title to the Property or any portion thereof pursuant to the terms of this Agreement. The covenants contained in Section 10.6 and Section 14.5 shall remain in effect without limitation as to time. The covenants contained in Section 10.5 and Section 14.3 shall terminate on the earlier of (i) the date that the Phase I Project no longer is required to provide "Affordable Units" (as such term is defined in the 2015 ARO) in accordance with the 2015 ARO and (ii) a mortgagee coming into title to the Property or any portion thereof pursuant to the terms of this Agreement.

#### SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the performance by the Developer and the City of their respective obligations under this Agreement.

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer, within twenty (20) days after the beginning of any such delay, submits to the Commissioner a written request for an extension which sets forth the basis for such request in reasonable detail.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer, as applicable, shall have sixty (60) days after written notice of

default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer, as applicable, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e), (g), (h) and (i).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) that is not true and correct in any material respect.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to commence or complete the Phase I Project in accordance with the timelines outlined in Section 7 and Section 12 above, or the Developer abandons or substantially suspends construction of the Phase I Project.

(d) The Developer fails to timely pay real estate taxes or assessments affecting the Property or any part thereof when due (subject to the Developer's right to contest or appeal such taxes or assessments in accordance with applicable laws), or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) [intentionally omitted]

(h) The Developer fails to take any actions required in connection with the Case (as defined below) pursuant to Section 31 hereof.

(i) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. [Intentionally omitted, as the Property has been conveyed.]



19.6 After Closing. For purposes of Sections 19.6, 19.7 and 19.8, "Property" means the entire Property or any portion thereof and "Property Reconveyance Deed" means all or any of the Property Reconveyance Deeds described in Section 9 above.

If an Event of Default occurs prior to the issuance of the Certificate of Completion for the Phase I Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and re-vest title to the Property in the City pursuant to the Property Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of an authorized mortgage approved by the City ("Authorized Mortgage"), and shall otherwise be subject to the terms and conditions of any Subordination and Forbearance Agreement entered into in connection with such mortgage. If the Property Reconveyance Deed is recorded by the City in accordance with this Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the Property was owned by the Developer, the Sponsor and the 2010 Developer, and shall cause the release of all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (but expressly excluding any Authorized Mortgage) placed on the Property during the period of time the Property was owned by the Developer, the Sponsor and the 2010 Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the Property Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

- A. If, following the City's issuance of the Certificate of Completion for the Phase I Project, an Event of Default occurs and is not cured in the time period provided for in Section 19.3, then the City may record the New Residential Building Parcel Reconveyance Deed, subject only to those title exceptions and environmental conditions that existed at the time the City conveyed the New Residential Building Parcel to the Sponsor, and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the New Residential Building Parcel, terminate the estate in the New Residential Building Parcel conveyed to the Developer, and re-vest title to the New Residential Building Parcel in the City pursuant to the New Residential Building Parcel Reconveyance Deed (the "NRBP Right of Reverter"). If the New Residential Building Parcel Reconveyance Deed is recorded by the City in accordance with this Agreement, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period of time the New Residential Building Parcel was owned by the Developer, the Sponsor and the 2010 Developer and shall cause the release of

all mechanic's, tax and judgment liens or encumbrances of a fixed, ascertainable dollar amount (and expressly including any Authorized Mortgage) placed on the New Residential Building Parcel during the period of time the New Residential Building Parcel was owned by the Developer, the Sponsor and the 2010 Developer. The Developer will reasonably cooperate with the City to ensure that if the City records the New Residential Building Parcel Reconveyance Deed, such recording is effective for purposes of transferring title to the New Residential Building Parcel to the City.

19.7 Resale of the Property. Upon the reversioning in the City of title to the Property as provided in Section 19.6, and subject to any Subordination and Forbearance Agreement, the City may complete the Phase I Project or convey the Property (or a portion thereof) to a new developer who shall assume the obligation of completing the Phase I Project or such other project or improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18. The Developer covenants to reasonably cooperate with the City in the City's reacquisition of title pursuant to Section 19.6 and remarketing of the Property pursuant to Section 19.7.

Upon the reversioning in the City of title to the New Residential Building Parcel as provided in Section 19.6.A, the City, at its sole option, may release New Residential Building Parcel from any covenants running with the land and use such parcel for such purposes as the City determines.

19.8 Disposition of Resale Proceeds. If, after acquiring the Property pursuant to Section 19.6.A, the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any Authorized Mortgages in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or any successor of the Developer or with respect to any commitment or obligation of the City under the terms of this Agreement.

#### SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Property prior to or after the Closing Date. This indemnification shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

#### SECTION 22. INSPECTION; CONDITION OF PROPERTY AT CLOSING.

22.1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees that it accepted the Property in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry. [Intentionally Omitted.]

22.3 Additional Indemnity. The Developer waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property prior to the date that the City acquired title to the Property pursuant to any Reconveyance Deed, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing Date, including, without limitation, liabilities arising under CERCLA. The Developer acknowledges that, in acquiring title to the Property, the Developer relied solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer has performed or shall perform such studies and investigations, has conducted or shall conduct such tests and surveys, and has engaged or shall engage such specialists as the Developer deem appropriate to evaluate fairly

the structural, physical and environmental condition and risks of the Property. If, after the Closing Date, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing Date and the issuance of the Certificate of Completion.

## SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of both phases of the Project or the occupation of the Property:

(a) The Developer and any Employer shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

### 23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of both phases of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data

and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of both phases of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the

provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of both phases of the Project, at least 26% of the aggregate hard construction costs and architectural/engineering costs shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs and architectural/engineering costs, as set forth in Exhibit G hereto (the "Project MBE/WBE Budget"), shall be expended for contract participation by women-owned businesses. During the course of construction of both phases of the Project at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730,

Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

**23.4 Pre-Construction Conference and Post-Closing Compliance Requirements.** Not less than \_\_\_\_\_ days prior to the commencement of each phase of the Project, the Developer, the Developer's general contractor and all major subcontractors (if any) shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to commencement. During the construction of each phase of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the applicable phase of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City



may: (x) issue a written demand to the Developer to halt construction of the applicable phase of the Project, (y) withhold any further payment of any City funds (if any) to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## SECTION 24. REPRESENTATIONS AND WARRANTIES.

### 24.1 Representations and Warranties of the Developer.

A. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under the Developer's operating agreement or any agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) To the best of the Developer's knowledge, except for the Case (as defined below) described in Section 31 below, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

B. [intentionally omitted]

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform their obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.



changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

#### SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

#### SECTION 27. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

28.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, and the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political

fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

28.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

28.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

28.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

28.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

28.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing Date, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

- (d) Individuals are "domestic partners" if they satisfy the following criteria:
- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
  - (ii) neither party is married; and
  - (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
  - (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
  - (v) two of the following four conditions exist for the partners:
    - (1) The partners have been residing together for at least 12 months.
    - (2) The partners have common or joint ownership of a residence.
    - (3) The partners have at least two of the following arrangements:
      - (A) joint ownership of a motor vehicle;
      - (B) joint credit account;
      - (C) a joint checking account;
      - (D) a lease for a residence identifying both domestic partners as tenants.
    - (4) Each partner identifies the other partner as a primary beneficiary in a will.
- (e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

## SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefitted by such term. To the extent the terms of this Agreement expressly conflict with or otherwise supersede any term or condition in the 2010 Agreement, the First Amendment, the Second Amendment or the 2012 Agreement then this Agreement shall govern and control.

29.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

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

29.7 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

29.8 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

29.10 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

#### SECTION 30. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for

termination of this Agreement and the transactions contemplated thereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 31. [intentionally omitted]

#### SECTION 32. INSPECTOR GENERAL

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

#### SECTION 33. CITY HIRING PLAN

33.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

33.2 Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

33.3 Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

33.4 In the event of any communication to Developer by a City employee or City official in violation of Section 33.2 above, or advocating a violation of Section 33.3 above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,  
acting by and through its Department of Planning and  
Development

By: \_\_\_\_\_  
David L. Reifman  
Commissioner  
Department of  
Planning and Development

ST. BONIFACE, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of St. Boniface, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said company, as her/his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

AGREEMENT EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

[See Attachment]

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**RECTORY PARCEL:**

THAT PART OF LOTS 3 AND 4 TAKEN AS A TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 56.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT THENCE NORTH 89° 59' 00" EAST 38.00 FEET; THENCE NORTH 00° 00' 00" EAST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET; THENCE SOUTH 00° 00' 00" WEST 9.00 FEET; THENCE NORTH 89° 59' 00" EAST 22.00 FEET TO THE EAST LINE OF SAID TRACT; ALL IN JACOB GENESER'S SUBDIVISION OF LOTS 45 TO 48 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 45, 46, 47 AND THE WEST 7 FEET OF SAID LOT 48 IN BLOCK 23 IN THE CANAL TRUSTEES SUBDIVISION, ALL IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 4,468 SQ.FT. OR 0.13 ACRES

PIN: (part of) 17-05-320-003

Commonly known as: 921 North Noble  
Chicago, Illinois 60642



## AGREEMENT EXHIBIT B

### PROJECT

The Phase I Project is comprised of three components as described below: (1) the Church Building Project, (2) the NUSH Building Project, and (3) the Off-Site Project.

(1) In Phase I of the Project, the Developer will rehabilitate the existing Church Building and will preserve the Church Building's historically significant exterior features. The interior space of the Church Building will be sub-divided to allow the construction of approximately 17 multiple-family housing units, each with either two or three bedrooms in the sizes noted on the attached Unit Matrix ("Church Building Project"). The Developer will provide at least one indoor parking space for each housing unit within the Church Building Project at or below grade.

(2) Also in Phase I, the Developer will construct an approximately 8,840 sq. ft., two-story building, north of the existing St. Boniface Church building on the 921 North Noble Street parcel (the "NUSH Building"), for Northwestern University Settlement House (the "NUSH Building Project"). The NUSH Building will be designed to enhance the social services that NUSH provides to the surrounding community, and will comprise office space, meeting rooms and four residential units. Four on-site parking spaces will also be provided as part of the NUSH Building Project. Upon completion of the two-story NUSH Building and parking to NUSH's satisfaction, and after the City's Department of Buildings has issued a certificate of occupancy for the NUSH Building, the Developer will transfer ownership of the NUSH Building Parcel to Northwestern University Settlement Association, encumbered by two restrictive covenants requiring that Northwestern University Settlement Association (and any successor): (1) use the NUSH Building in perpetuity to further its mission through its community activities and services, and (2) lease the four dwelling units to clients of its choice at rents at or below rates consistent with the Section 2-45-115 of the Municipal Code of Chicago ("ARO") for a term consistent with the ARO rules governing the ARO issued by DPD pursuant thereto. The City (1) will be a third party beneficiary of these restrictive covenants entitled but not obliged to enforce the same, and (2) must approve the form(s) thereof prior to execution and recording. Prior to or concurrent with the transfer of ownership, the Developer and Northwestern University Settlement Association will also execute and record an easement agreement to provide a 5.7-foot easement between the NUSH Building and the Church Building in order to provide the NUSH Building access for maintenance of its south wall and to meet light and ventilation code requirements provided by the 2nd floor windows of the NUSH Building.

(3) Under the ARO requirements, the Developer is required to provide 4 ARO units (10% of the 41 residential units planned, rounded down) during the Phase I Project, which may be provided off-site in the same ARO zone and within two miles of the Property (the "Off-Site Project"). All proposed units in the Off-Site Project must meet the requirements of the ARO and be approved by DPD staff, except that the City acknowledges and agrees that the Off-Site Project will not meet the requirement set forth in Chicago Municipal Code Section 2-45-115(U) (2) that residential housing projects which contain owner-occupied units must comply with the provisions of said section that apply to owner-occupied units.

The Phase II Project comprises the anticipated construction of the four-story New Residential Building on the New Residential Building Parcel, east of the existing Church Building. The New Residential Building will include approximately 24 multiple-family units. Twenty-one of the units are anticipated to be single floor units and four units are anticipated to be duplex units between the first and second floors. The multiple-family units will include a mix of two- and three-

bedroom units as described in the attached Unit Matrix. Approximately 26 indoor parking spaces will be provided. The final unit count, unit configuration, and number of parking spaces provided in the Phase II Project will be as determined through the Site Plan Approval process according to the City's Zoning Code for Planned Developments.

[attach Unit Matrix – NOT ATTACHED FOR PURPOSES OF ORDINANCE]

AGREEMENT EXHIBIT C  
SIGNIFICANT FEATURES

[See Attachment]

**EXHIBIT C**  
**(Consisting of Page C-0 through C-3)**

**SIGNIFICANT FEATURES**

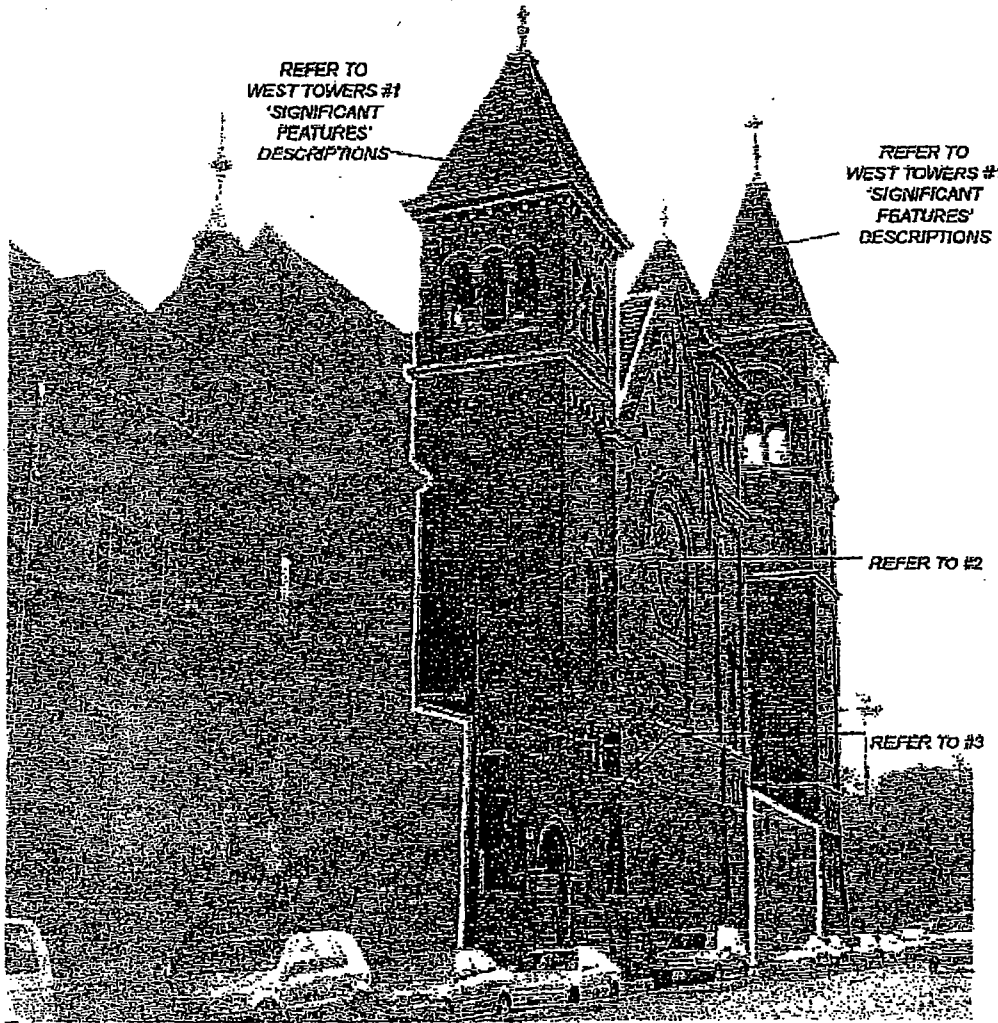
The "Significant Features" are defined as:

1. The two west towers (four exterior facades each but not including church bells) including tile roofs, (as seen in pages C-1 and C-2 of this Exhibit C).
2. The wall with gabled front between the west towers, (as seen in pages C-1 and C-2 of this Exhibit C);
3. The walls forming the southwest entrance to the existing Rectory, (as seen in pages C-1 and C-2 of this Exhibit C);
4. The two south towers (four exterior facades each but not including church bells) including tile roof, (as seen in pages C-2 and C-3 of this Exhibit C);
5. The rose window wall with gabled front between the south towers (as seen in pages C-2 and C-3 of this Exhibit C); and
6. The southeast stair exterior envelope structure including tile roof, (as seen in page C-3 of this Exhibit C).

The "Significant Features" are illustrated on pages C-1, C-2 and C-3 of this Exhibit C.



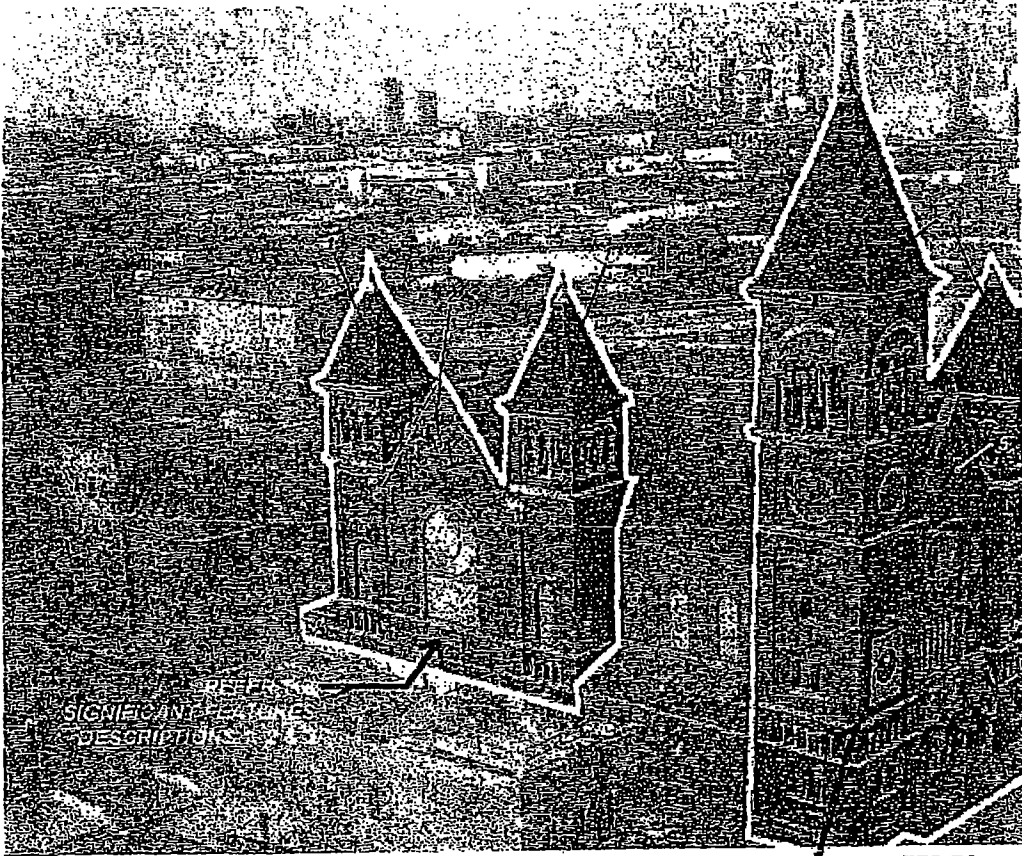
SIGNIFICANT FEATURES



**ST. BONIFACE CHURCH - WEST ELEVATION,  
PORTIONS NOTED 1, 2 & 3 ARE SIGNIFICANT AND SHALL REMAIN,  
AND SHALL BE RESTORED**

EXHIBIT C  
PAGE C-2

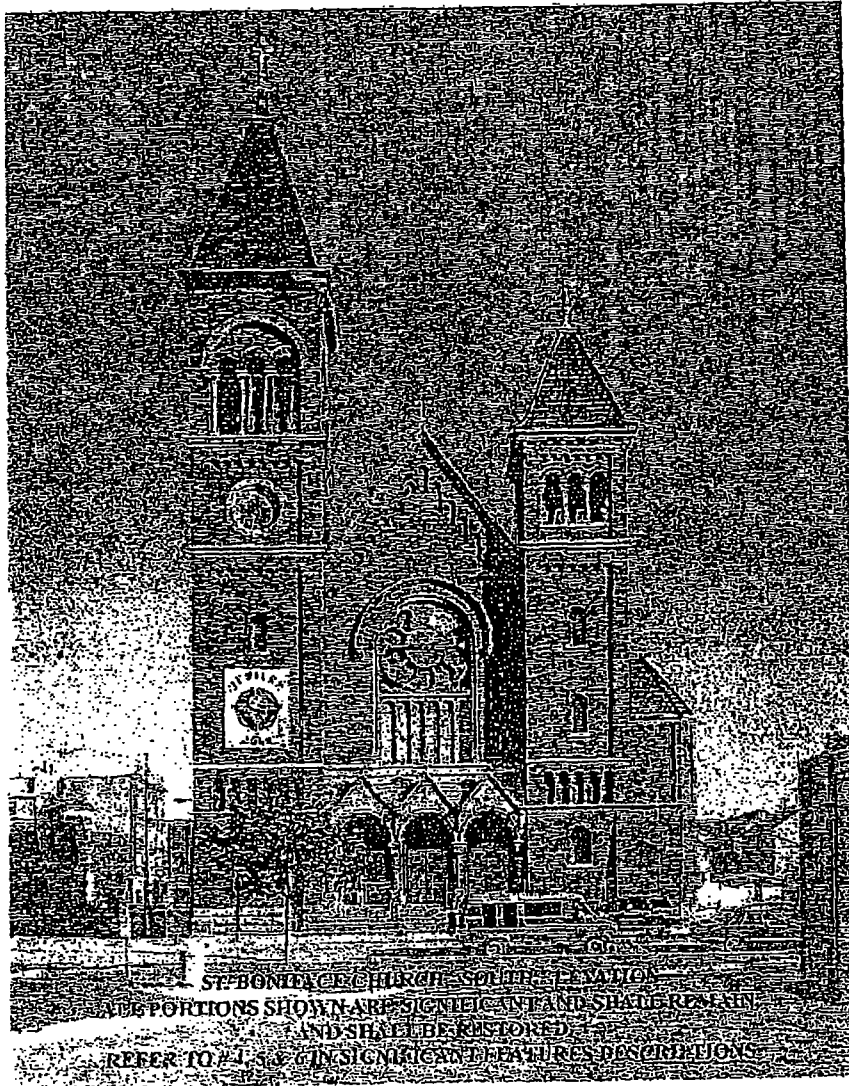
SIGNIFICANT FEATURES



ST. BONIFACE CHURCH - WEST ELEVATION  
PORTIONS NOTED ARE SIGNIFICANT AND SHALL REMAIN,  
AND SHALL BE RESTORED

REFER TO  
SIGNIFICANT  
FEATURES  
DESCRIPTIONS  
#4, 5 & 6

SIGNIFICANT FEATURES



AGREEMENT EXHIBIT D

PRELIMINARY BUDGET

[See Attachment]

AGREEMENT EXHIBIT D-PHASE I

PHASE I PRELIMINARY BUDGET

[See Attachment]

St Boniface Church - 1350 Chestnut  
17 unit

Stas Development  
Catapult Real Estate Solutions

<b>Project</b>	1350 W. Chestnut St. Chicago, IL
<b>Bid Type</b>	Budget Estimate - Construction type IIIB
<b>Estimate Docs</b>	29/09/2017 - 50% CD Completion
<b>Size</b>	47,785 sq. ft. - 17 Units

Code	Description	Master Budget	MBE
<b>Division 1</b>	<b>General Requirements</b>		
	Total	\$	445,907.50
<b>Division 2</b>	<b>Site Construction</b>		
	Total	\$	637,790.00
<b>Division 3</b>	<b>Concrete</b>		
	Total	\$	395,568.00
<b>Division 4</b>	<b>Masonry</b>		
	Total	\$	1,160,000.00
<b>Division 5</b>	<b>Metals</b>		
	Total	\$	527,750.00
<b>Division 6</b>	<b>Wood + Plastics</b>		
	Total	\$	1,012,557.50
<b>Division 7</b>	<b>Thermal + Moisture Protection</b>		
	Total	\$	855,270.50
<b>Division 8</b>	<b>Windows + Doors</b>		
	Total	\$	652,150.00
<b>Division 9</b>	<b>Finishes</b>		
	Total	\$	881,967.00
<b>Division 10</b>	<b>Specialties</b>		
	Total	\$	21,775.00
<b>Division 11</b>	<b>Equipment</b>		
	Total	\$	254,993.50
<b>Division 12</b>	<b>Furnishings</b>		
	Total	\$	201,705.00
<b>Division 13</b>	<b>Special Construction</b>		
	Total	\$	
<b>Division 14</b>	<b>Conveying Systems</b>		
	Total	\$	136,845.50
<b>Division 15</b>	<b>Mechanical</b>		
	Total	\$	1,139,943.00
<b>Division 16</b>	<b>Electrical</b>		
	Total	\$	615,900.50

St Boniface Church - 1350 Chestnut  
17 unit

Stas Development  
Catapult Real Estate Solutions

<b>Project Subtotal</b>		\$	8,940,123
	MBE/WBE 26% / 6% Trade Work ( Use 12% Premium on 26% of Project subtotal)	\$	278,931.84
OH+P		\$	268,203.69
Insurance		\$	89,401.23
Contingency		\$	250,000.00
General Conditions	PM/Supervision	\$	230,000.00
<b>Project Total</b>		\$	10,056,659.76
	<b>Owners Hard Cost Contingency</b>	\$	500,000.00
<b>Proforma Construction Cost</b>		\$	10,556,660
<b>Gross SF</b>			49,785
<b>\$/SF</b>		\$	212.04
<b>\$/Unit</b>	17	\$	620,979.99





Total Construction & Soft Costs

\$

999,925

AGREEMENT EXHIBIT D-PHASE II

PHASE II PRELIMINARY BUDGET

[See Attachment]

New Construction - 1342 Chestnut  
24 Unit

Stas Development  
Catapult Real Estate Solutions

Project 1342 W. Chestnut St. Chicago, IL

Bid Type Budget Estimate - Construction type IIIB

Estimate Docs 29/09/2017 - 50% CD Completion

Size 56,855 sf ft - 24 Units

Code	Description	Master Budget	MBE
<b>Division 1</b>	<b>General Requirements</b>		
	Total	\$	462,692.50
<b>Division 2</b>	<b>Site Construction</b>		
	Total	\$	507,837.00
<b>Division 3</b>	<b>Concrete</b>		
	Total	\$	786,117.50
<b>Division 4</b>	<b>Masonry</b>		
	Total	\$	725,000.00
<b>Division 5</b>	<b>Metals</b>		
	Total	\$	734,000.00
<b>Division 6</b>	<b>Wood + Plastics</b>		
	Total	\$	159,625.00
<b>Division 7</b>	<b>Thermal + Moisture Protection</b>		
	Total	\$	463,976.00
<b>Division 8</b>	<b>Windows + Doors</b>		
	Total	\$	652,192.00
<b>Division 9</b>	<b>Finishes</b>		
	Total	\$	2,305,684.00
<b>Division 10</b>	<b>Specialties</b>		
	Total	\$	35,400.00
<b>Division 11</b>	<b>Equipment</b>		
	Total	\$	338,030.00
<b>Division 12</b>	<b>Furnishings</b>		
	Total	\$	271,350.00
<b>Division 13</b>	<b>Special Construction</b>		
	Total	\$	
<b>Division 14</b>	<b>Conveying Systems</b>		
	Total	\$	138,050.00
<b>Division 15</b>	<b>Mechanical</b>		

New Construction - 1342 Chestnut  
24 Unit

Stas Development  
Catapult Real Estate Solutions

	<b>Total</b>	<b>\$</b>	<b>1,478,221.50</b>
<b>Division 16</b>	<b>Electrical</b>		
	<b>Total</b>	<b>\$</b>	<b>598,500.00</b>
<b>Project Subtotal</b>		<b>\$</b>	<b>9,656,676</b>
	MBE/WBE 26% / 6% Trade Work ( Use 12% Premium on 26% of Project subtotal)	\$	301,288.28
	OH+P	\$	289,700.27
	Insurance	\$	96,566.76
	Contingency	\$	250,000.00
	General Conditions PM/Supervision	\$	230,000.00
<b>Project Total</b>		<b>\$</b>	<b>10,824,230.80</b>
	Owners Hard Cost Contingency	\$	250,000.00
<b>Proforma Construction Cost</b>		<b>\$</b>	<b>11,074,231</b>
<b>Gross SF</b>			<b>56,855</b>
<b>\$/SF</b>		<b>\$</b>	<b>194.78</b>
<b>\$/Unite 24</b>		<b>\$</b>	<b>461,426.28</b>

## AGREEMENT EXHIBIT E

### INSURANCE REQUIREMENTS

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided: (A) Basic Form Builder's Risk for the Initial Project, not less than \$1,500,000; and (B) All Risk Builder's Risk for each of the Phase I Project and the Phase II Project, at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(b) Demolition/Construction. Prior to the demolition or construction, whichever occurs earlier, of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties demolishing or constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than

\$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(v) Professional Liability

When any architects, engineers, construction managers or design consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(vii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must

have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the Building/Facility. The City is to be named as an additional insured and loss payee (subject to the rights of any permitted mortgagee).

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements; provided that the City shall not increase the dollar limits set forth above.



AGREEMENT EXHIBIT F

PRELIMINARY SCHEMATIC DRAWINGS

[See Attachment – NOT ATTACHED FOR PURPOSES OF ORDINANCE]

AGREEMENT EXHIBIT G

MBE/WBE PROJECT BUDGET

[See Attachment – NOT ATTACHED FOR PURPOSES OF ORDINANCE]

AGREEMENT EXHIBIT H  
AFFORDABLE HOUSING COVENANT AND AGREEMENT

[See Attachment]

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING, PLEASE  
RETURN TO:

Michael L. Gaynor, Senior Counsel  
City of Chicago Department of Law  
Real Estate and Land Use Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

(Above Space for Recorder's Use Only)

ST. BONIFACE, LLC AFFORDABLE HOUSING COVENANT AND AGREEMENT

NOTICE

THIS PROJECT IS SUBJECT TO SECTION 2-45-115 OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO (2015 AFFORDABLE REQUIREMENTS ORDINANCE), EXCEPT FOR SECTION 2-45-115(U)(2) THEREOF. THE COVENANTS SET FORTH HEREIN RUN WITH THE LAND, AND ARE BINDING ON AND ENFORCEABLE AGAINST SUCCESSORS AND ASSIGNS.

THIS AFFORDABLE HOUSING COVENANT AND AGREEMENT (this "Agreement") is made on or as of \_\_\_\_\_, 2018, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("Department") and ST. BONIFACE, LLC, an Illinois limited liability company (the "Developer"). Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

RECITALS

A. The Developer is the owner of the property located at 1358 West Chestnut Street (a/k/a 921 North Noble Street), Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Acquired Property").

B. The City, pursuant to an ordinance adopted by the City Council of the City on June 30, 2010, by the City's quitclaim deed dated October 20, 2010, and recorded with the Office of the Recorder of Deeds of Cook County (the "Recorder's Office") on October 27, 2010, as document no. 1030031120, the City conveyed, for the sum of One Dollar (\$1.00), the Acquired Property to St. Boniface Senior Living Foundation, an Illinois not-for-profit corporation (the "Sponsor") for a proposed residential development to be undertaken by the Sponsor and St. Boniface Senior Living, LLC, an Illinois limited liability company ("2010 Developer") pursuant to that certain Agreement for the Sale and Redevelopment of Land among the City, the Sponsor and the 2010 Developer dated October 20, 2010, and recorded in the Recorder's Office on October 27, 2010 as document no. 1030031119 (the "2010 Agreement"). The City's conveyance of the Property to the Sponsor triggered the affordable housing requirements of Section 2-45-110 of the Municipal Code of Chicago (the "2007 Affordable Requirements Ordinance" or "2007 ARO"). By the Sponsor's special warranty deed dated October 20, 2010, and recorded with the Recorder's Office on October 27, 2010, as document no. 1030031121, the Sponsor conveyed the Acquired Property to the 2010 Developer. The 2010 Developer failed to secure the financing for and commence construction of the residential development under the 2010 Agreement, as amended and restated. The Sponsor and the 2010 Developer then proposed that the Acquired Property be transferred to the Developer for the Developer's proposed 41-unit residential development (the "Triggering Project"). At the request of the Sponsor the City executed that certain Consent to Transfer dated September 23, 2016 and recorded with the Recorder's Office on \_\_\_\_\_, 2012, as document no. \_\_\_\_\_, thereby triggering the affordable housing requirements of Section 2-45-115 of the Municipal Code of Chicago (the "2015 Affordable Requirements Ordinance" or "ARO"). By the 2010 Developer's special warranty deed dated \_\_\_\_\_, 2016, and recorded with the Recorder's Office on \_\_\_\_\_, 2016, as document no. \_\_\_\_\_, the 2010 Developer conveyed the Property to the Developer.

C. The ARO obligates the City to impose certain affordability requirements upon developers who undertake residential development projects that include ten (10) or more dwelling units and that receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes.

D. The Developer acknowledges and agrees that the Triggering Project is a Residential Housing Project (as defined in Section 1 below) within the meaning of the ARO, and that the acquisition of the Acquired Property for the Triggering Project constitutes Acquisition Assistance (as defined in Section 1 below) within the meaning of the ARO, thereby triggering the requirements of the ARO.

E. The ARO divides the city into three (3) zones for purposes of applying the ARO's affordable housing requirements. The three zones are referred to in the ARO and this Agreement as Low-Moderate Income Areas, Higher Income Areas and Downtown Districts.

F. The ARO requires developers of Residential Housing Projects in every zone to (i) set aside 10% of the housing units in the Residential Housing Project as ARO units, or provide the ARO units in an approved off-site location; (ii) pay a fee in lieu of the development of the ARO units; or (iii) any combination of (i) and (ii); provided, however, Residential Housing Projects with 20 or more units ("Larger Projects") in Low-Moderate Income Areas (rental and for-sale), Higher Income Areas (rental and for-sale) and Downtown Districts (rental only) must provide a minimum of 25% of the ARO units (the "Required Units") on-site or (for projects in Higher Income Areas and Downtown Districts) off-site. In other words, in such Larger Projects, the developer may not pay a fee in lieu of the development of the Required Units. If the developer elects to provide ARO units in an off-site location, the off-site ARO units must be

located within a two-mile radius from the Residential Housing Project and in the same or a different Higher Income Area or Downtown District.

G. The Triggering Project is located in a Higher Income Area and constitutes a Larger Project. As a result, the Developer's ARO obligation is four (4) Affordable Units (10% of 41, rounded down), one of which is a Required Unit (25% of 4, rounded up) and must be provided on- or off-site

H. The Developer has submitted, and the Department has approved, a proposal to provide four (4) Affordable Units (the "Off-Site Affordable Units") in a [new] [existing] \_-story, \_-unit building (the "Off-Site Building") located at \_\_\_\_\_ in Chicago, and legally described on Exhibit A-1 attached hereto (the "Off-Site Property").

I. The [construction] [rehabilitation] of the Off-Site Affordable Units is estimated to cost approximately \$\_\_\_\_\_ per unit, as detailed in the preliminary budget and scope of work attached hereto as Exhibit D.

J. The City has determined that the [construction of new] [conversion of existing] residential units in the Off-Site Building, if done in accordance with the scope of work attached hereto as Exhibit D and to the specifications detailed in the project review report attached hereto as Exhibit E, will meet the requirements of the ARO.

K. The Developer acknowledges that each Off-Site Affordable Unit must receive a Certificate of Occupancy (or, for renovations or alterations that do not require a Certificate of Occupancy, approval from the Department that the improvements have been completed in accordance with the terms of this Agreement) before the City will issue the [first] Certificate of Occupancy for the Triggering Project.

L. As a condition precedent to the Developer receiving a building permit for the Triggering Project, the Developer has agreed to execute this Agreement and record it against the Acquired Property and the Off-Site Property in order to secure the performance of the Developer's obligations under the ARO. In addition, prior to the issuance of a building permit for the Triggering Project, the Developer acknowledges that it must pay a fee in the amount of \$5,000 per Off-Site Affordable Unit to offset the Department's expenses in connection with monitoring and administering compliance with the requirements of the ARO.

NOW THEREFORE, the Developer covenants and agrees as follows:

SECTION 1. INCORPORATION OF RECITALS; DEFINITIONS. The recitals set forth above are, by this reference, fully incorporated into and made a part of this Agreement. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the following meanings:

1.1 "Acquisition Assistance" means the City's sale of real property to a developer (a) upon which a Residential Housing Project is subsequently developed, or (b) any portion of which is incorporated into a Residential Housing Project site in order to satisfy minimum off-street parking, minimum lot area, setback or other zoning or Municipal Code requirements or standards.

1.2 "Affordable Housing Profile Form" means the form attached hereto as Exhibit B, specifying the number and types of affordable units required for the Triggering Project.

1.3 "*Affordable Requirements Ordinance*" or "ARO" is defined in the Recitals.

1.4 "*Affordable Unit(s)*" means those Units in the Off-Site Building which will be leased to and occupied by Eligible Households, as more specifically identified in Section 4.1(a). The Affordable Units must comply with the requirements of Section 4.

1.5 "*Agent*" means any contractor or other agent, entity or individual acting under the control or at the request of a party.

1.6 "*Agreement*" means this Affordable Housing Covenant and Agreement, as supplemented, amended and restated from time to time.

1.7 "*Area Median Income*" or "AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size on an annual basis by HUD.

1.8 "*Authorized Agency*" means the Chicago Housing Authority, the Chicago Low-Income Housing Trust Fund, or another non-profit agency acceptable to the City, which administers subsidies under HUD's McKinney-Vento Homeless Assistance Grants program, or the Veterans Administration Supportive Housing program, or another housing assistance program approved by the City.

1.9 "*Authorized Agency Agreement*" means (a) a 30-year lease agreement, if the Authorized Agency is leasing the Affordable Unit, or (b) a 30-year deed restriction or similar instrument, if the Authorized Agency is purchasing the Affordable Unit. In either case, the Authorized Agency Agreement shall (x) require the Authorized Agency to lease the Affordable Units to households that meet the income eligibility requirements for rental housing under the ARO for a minimum of 30 years, (y) prohibit the Authorized Agency from selling, transferring, or otherwise disposing of such Affordable Units, and (z) require the Authorized Agency to submit an annual report identifying: the number of Affordable Units in the Authorized Agency's inventory, the monthly rental rates for each Affordable Unit, each tenant's household size and gross income, the operating expenses and revenues for the Affordable Units, and such other information as the Department may reasonably request from time to time.

1.10 "*Authorized Agency Closing Date*" means the date an Authorized Agency closes on the acquisition or lease of an Affordable Unit.

1.11 "*Certificate of Occupancy*" means a certificate of occupancy issued by the Department of Buildings of the City, certifying that a building conforms to the general, special, and structural requirements of the Chicago Building Code applicable to such building.

1.12 "*Chicago Community Land Trust*" or "CCLT" means the Illinois not-for-profit corporation established by ordinance adopted on January 11, 2006, and published at pages 67997 through 68004 in the Journal of Proceedings of the City Council of such date, as amended, and having as its primary mission the preservation of long-term affordability of housing units, or any successor organization.

1.13 "*City*" means the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of government, and its successors and assigns.

1.14 "*Commissioner*" means the commissioner of the Department of Planning and Development of the City, or any successor department, or his or her designee.

1.15 “*Completion Date*” means the earlier of (a) the issuance of the final Certificate of Occupancy for the Off-Site Building, or (b) the first day of the initial lease of Affordable Units in the Off-Site Building.

1.16 “*Compliance Certificate*” means an annual compliance certificate in the Department’s then-current form. The Department’s form as of the date hereof is attached hereto as Exhibit C.

1.17 “*Construction Commencement Approval Letter*” is defined in Section 4.2(b).

1.18 “*Department*” means the Department of Planning and Development of the City or any successor department.

1.19 “*Developer*” means, initially, St. Boniface, LLC, an Illinois limited liability company, and at any subsequent time of reference, the person(s) or entity(ies), if any, who shall succeed to the legal or beneficial ownership of all or any part of the Acquired Property or the Off-Site Property.

1.20 “*Downtown District*” means a “D” zoning district pursuant to the Chicago Zoning Ordinance, Chapter 17-4 of the Municipal Code.

1.21 “*Eligible Household*” means a Household whose combined annual income, adjusted for Household size, does not exceed 60% of AMI at the time of the initial lease of an Affordable Unit by that Household.

1.22 “*Fee*” means a fee in lieu of the establishment of Affordable Units in the following amounts:

(a) \$50,000 per unit in Low-Moderate Income Areas;

(b) \$125,000 per unit in Higher Income Areas, or \$100,000 per unit if the developer sells or leases at least 25% of the Affordable Units to an Authorized Agency; and

(c) \$175,000 per unit in Downtown Districts, or \$150,000 per unit if the developer sells or leases at least 25% of the Affordable Units to an Authorized Agency.

1.23 “*Final Lease Commencement Date*” means the date on which the last Affordable Unit in the Off-Site Building is first leased to an Eligible Household.

1.24 “*Financial Assistance*” means any assistance provided by the City through grants, direct or indirect loans, or allocation of tax credits for the development of Units.

1.25 “*Higher Income Area*” means an area that is not a Low-Moderate Income Area, provided that, if any portion of a Higher Income Area is located in a Downtown District, that portion of the area will be treated as a Downtown District for purposes of the ARO.

1.26 “*Household*” means and includes an individual, a group of unrelated individuals or a family, in each case residing in one Unit.

1.27 “*HUD*” means the United States Department of Housing and Urban Development or any successor department.



1.28 "*Larger Project*" is defined in the Recitals.

1.29 "*Low-Moderate Income Area*" means an area designated by the Commissioner as a low-moderate income area in accordance with the ARO, provided, that, if any portion of a Low-Moderate Income Area is located in a Downtown District, that portion of the area will be treated as a Downtown District for purposes of the ARO.

1.30 "*Municipal Code*" means the Municipal Code of the City of Chicago.

1.31 "*Off-Site Affordable Unit(s)*" is defined in the Recitals and refers to the Affordable Unit(s) in the Off-Site Building.

1.32 "*Off-Site Building*" is defined in the Recitals.

1.33 "*Off-Site Property*" is defined in the Recitals.

1.34 "*Plans and Specifications*" means the final plans and specifications for the construction or rehabilitation of the Off-Site Affordable Units, and any common areas or facilities in the Off-Site Building or on the Off-Site Property, as submitted to the City as the basis for obtaining building permits for such improvements. The Plans and Specifications shall be deemed to include the repairs and improvements identified in the scope of work attached hereto as Exhibit D and in the project review report attached hereto as Exhibit E.

1.35 "*Release*" is defined in Section 5.1.

1.36 "*Rent Limit*" means, for each Affordable Unit, the applicable maximum monthly rent as set forth in the 60% AMI column in the tables published annually by the City of Chicago in the document currently titled "*City of Chicago Maximum Affordable Monthly Rents*." As set forth in such tables, the Rent Limit for each Affordable Unit depends on the number of bedrooms, the utilities which the tenant is responsible for paying, and housing type.

1.37 "*Required Unit(s)*" is defined in the Recitals.

1.38 "*Residential Housing Project*" means one or more buildings that collectively contain ten or more new or additional housing units on one or more parcels or lots under common ownership or control, including contiguous parcels, as further described in the ARO.

1.39 "*Acquired Property*" is defined in the Recitals.

1.40 "*Tenant Income Certification*" means an annual income certification from each Eligible Household in the City's then-current form, and documentation to support the Tenant Income Certification. For an Eligible Household receiving Housing Choice Voucher rental assistance payments, such documentation may be a statement from the Chicago Housing Authority declaring that the Eligible Household's income does not exceed the applicable income limit under Section 42(g) of the Internal Revenue Code of 1986.

1.41 "*Term*" is defined in Section 2.

1.42 "*TIF Guidelines*" means those guidelines established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and adopted by the City Council in "An Ordinance Adopting Guidelines for Use of Tax Increment Financing Revenues for

Construction of Affordable Housing" passed on July 31, 2002, and published at pages 90838-90859 of the Journal of the Proceedings of the City Council of such date.

1.43 "*Triggering Project*" is defined in the Recitals.

1.44 "*Unit*" means a room or suite of rooms designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of the occupants of the unit; provided that a "Unit" does not include dormitories or a "hotel" as that term is defined in Section 13-4-010 of the Municipal Code.

1.45 "*Zoning Assistance*" means a change in the zoning of property in any of the following circumstances: (a) to permit a higher floor area ratio than would otherwise be permitted in the base district, including through transit-served location floor area premiums where the underlying base district does not change; (b) to permit a higher floor area ratio or to increase the overall number of housing units than would otherwise be permitted in an existing planned development, as specified in the Bulk Regulations and Data Table, even if the underlying base district for the planned development does not change; (c) from a zoning district that does not allow household living uses to a zoning district that allows household living uses; (d) from a zoning district that does not allow household living uses on the ground floor of a building to a zoning district that permits household living uses on the ground floor; or (e) from a downtown district to a planned development, even if the underlying base district for the property does not change.

## SECTION 2. TERM OF COVENANT.

The Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Agreement for the period (the "Term") commencing on the date hereof and expiring on the thirtieth (30<sup>th</sup>) anniversary of the Final Lease Commencement Date; provided, however, upon the City's issuance of the Release in accordance with Section 5, the Acquired Property shall be released from this Agreement and, thereafter, the terms and provisions hereof shall encumber the Off-Site Property alone. Notwithstanding the foregoing, if any Affordable Unit is converted to a condominium unit within the Term, a new affordability period of 30 years shall begin on the date of the initial sale of such condominium unit in accordance with Section 2-45-115(H)(2).

## SECTION 3. AGREEMENT TO RUN WITH THE LAND.

3.1 Acquired Property. The Developer hereby declares its express intent that the covenants, restrictions and agreements set forth herein shall, from the date hereof through the date the City issues the Release in accordance with Section 5 hereof, be deemed covenants, restrictions and agreements running with the Acquired Property, and shall pass to and be binding upon any person or entity to whom the Developer may sell or assign all or any portion of its interest in the Acquired Property or any successor in title to all or any portion of the Acquired Property. If the Developer sells or assigns all or any portion of its interest in the Acquired Property, it shall notify the City within sixty (60) days of such sale or assignment.

3.2 Off-Site Property. The Developer hereby declares its express intent that the covenants, restrictions and agreements set forth herein relating to the Off-Site Units shall, from the date hereof through the expiration of the Term, be deemed covenants, restrictions and agreements running with the Off-Site Property, and shall pass to and be binding upon any person or entity to whom the Developer may sell or assign all or any portion of its interest in the

Off-Site Property or any successor in title to all or any portion of the Off-Site Property. If the Developer sells or assigns all or any portion of its interest in the Off-Site Property, it shall notify the City within sixty (60) days after such sale or assignment.

#### SECTION 4. AFFORDABILITY RESTRICTIONS.

##### 4.1 Method of Compliance.

(a) *Construction of Affordable Units in the Off-Site Building.* The Developer shall be responsible for establishing and maintaining four (4) Affordable Units in the Off-Site Building, as follows:

(i) Unit 1, a \_-bedroom unit with a square footage of approximately \_\_\_\_\_ square feet;

(ii) Unit 2, a \_-bedroom unit with a square footage of approximately \_\_\_\_\_ square feet;

(iii) Unit 3, a \_-bedroom unit with a square footage of approximately \_\_\_\_\_ square feet; and

(iv) Unit 4, a \_-bedroom unit with a square footage of approximately \_\_\_\_\_ square feet.

(b) *Payment of In Lieu Fee.* Not applicable.

4.2 Standards for Construction of Affordable Units. The Affordable Units shall be constructed or rehabilitated, as the case may be, in accordance with the following minimum standards:

(a) *Distribution.* Not applicable.

(b) *Construction Commencement Approval Letter.* Prior to commencing construction of the Affordable Units, the Developer must receive a letter ("Construction Commencement Approval Letter") from the Department, confirming that the final Plans and Specifications have incorporated all of the repairs and improvements identified in the scope of work attached hereto as Exhibit D and the project review report attached hereto as Exhibit E, and authorizing construction to begin.

(c) *Comparable to Market-Rate Units.* The Affordable Units shall be comparable to the market-rate Units in the Triggering Project in terms of unit type, number of bedrooms per unit, quality of exterior appearance, energy efficiency, and overall quality of construction.

(d) *Interior Finishes and Features.* The Affordable Units may have different interior finishes and features than the Market-Rate Units in the Triggering Project, as long as such finishes and features are durable, of good and new quality, and are consistent with the then-current standards for new housing.

(e) *On-Site Amenities.* The Affordable Units shall have access to all on-site amenities available to the other Units (if any) in the Off-Site Building, including the same access to and enjoyment of common areas and facilities.

(f) *Parking.* The Affordable Units shall have functionally equivalent parking when parking is provided to the other Units (if any) in the Off-Site Building. The Off-Site Property includes a \_\_\_-car parking [garage] [pad], and parking will be provided to tenants at no extra cost.

(g) *Timing of Construction of Affordable and Market-Rate Units.* All Affordable Units must receive Certificates of Occupancy (or, for renovations or alterations that do not require a Certificate of Occupancy, approval from the Department that the improvements detailed in the scope of work attached hereto as Exhibit D and in the project review report attached hereto as Exhibit E, and otherwise required by this Agreement or applicable law, have been completed) prior to the issuance of the first Certificate of Occupancy for the Triggering Project. At the Department's request, the Developer shall provide a report, in a form acceptable to the Department, on the progress of the construction of the Affordable Units in relation to the construction of the market-rate units in the Triggering Project.

(h) *Marketing of Affordable and Market-Rate Units.* All Affordable Units shall be marketed concurrently with or prior to the market-rate units in the Triggering Project.

(i) *Identification of Alternative Off-Site Units.* If the improvements to the Off-Site Building are not made to the satisfaction of the Department, the Developer shall identify and provide alternate Off-Site Affordable Units for the Department's review and approval within two miles of the Triggering Project and in a Higher Income Area.

(j) *Budget for Off-Site Units.* The budget for the acquisition and construction or rehabilitation of the Off-Site Affordable Units must equal or exceed the in lieu Fee that would otherwise be due for such units.

(k) *Compliance with Rules and Regulations; Inapplicability of Section 2-45-115(U)(2).* The Developer shall comply with the rules and regulations adopted by the Commissioner from time to time during the Term pursuant to Section 2-45-115(O). Section 2-45-115(U)(2) shall not apply to the Off-Site Affordable Units, Building or Property.

4.3 Eligible Households. The Developer shall rent the Affordable Units to Eligible Households only.

4.4 Rent Limit. The rent charged each month for each Affordable Unit (or the tenant's contribution to the rent if the tenant receives rental assistance from CHA's Housing Choice Voucher Program or another program approved by the Department) shall not exceed at any time the Rent Limit applicable to such Affordable Unit.

4.5 Annual Compliance Certificate. On or prior to June 30 of each year during the Term, the Developer shall provide the City with a Compliance Certificate in the Department's then-current form. (The Department's current form is attached hereto as Exhibit C.) The Developer shall obtain and keep such records as are necessary to enable it to complete the Compliance Certificate and substantiate all statements made therein.

4.6 Pre-Marketing Meeting for Affordable Units. At least 90 days before marketing any Affordable Units the Developer shall meet with the Department's Compliance Division to review the procedures for qualifying tenants as income-eligible; submit a "Rental Unit Marketing

Form” in the Department’s then-current form (available on the Department’s web site); and review the Department’s ARO monitoring and reporting requirements. It is the responsibility of the Developer to ensure that this pre-marketing meeting is scheduled and held within the appropriate time frame.

4.7 Income Eligibility Verification. The Department must verify in writing that each tenant meets the income eligibility requirements of this Agreement. The Developer shall deliver to the Department any information required by the Department to confirm each tenant’s income eligibility. The Department shall have ten (10) business days from the date of receipt of a “complete information package” to qualify tenants. A “complete information package” shall include, by means of illustration and not limitation, the W-2 forms from each tenant’s employers, U.S. 1040 income tax returns for each member of the tenant Household from the previous two (2) years, an affidavit or verification from the tenant with regard to Household size, and the employer verification form utilized by Fannie Mae. Tenant income information must be dated within six (6) months prior to the anticipated leasing date.

4.8 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the rental of any Affordable Unit. Without limiting the generality of the foregoing, the Developer shall not refuse to lease any Affordable Unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, or of a comparable document evidencing participation in a tenant-based rental assistance program because of the status of the prospective tenant as a holder of such voucher, certificate or comparable tenant-based assistance document.

4.9 Affordable Unit Leases.

(a) All leases for the Affordable Units shall be in writing and shall conform with all applicable laws, including without limitation, the City of Chicago Residential Landlord and Tenant Ordinance, as such ordinance may be amended or restated from time to time, and shall contain clauses, *inter alia*, wherein each individual tenant: (i) certifies the accuracy of the statements made in the Tenant Income Certification, and (ii) agrees that the Household income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Developer or the City, and that the failure to provide accurate information in the Tenant Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

(b) All leases for the Affordable Units shall be for a period of not less than one year, unless the tenant and the Developer mutually agree upon a different time period. Notwithstanding the foregoing, the Developer may not set rents more than one year in advance. Leases for Affordable Units shall not contain any of the following provisions:

(i) agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;

(ii) agreement by the tenant that the Developer may take, hold or sell personal property of Household members without notice to the tenant and a court decision on the rights of the parties; provided, however, this prohibition does not

apply to an agreement by the tenant concerning disposition of personal property remaining in the Affordable Unit after the tenant has moved out of the unit, in which case the Developer may dispose of this personal property in accordance with applicable local and state law;

(iii) agreement by the tenant not to hold the Developer or any Agent of the Developer legally responsible for any action or failure to act, whether intentional or negligent;

(iv) agreement by the tenant that the Developer may institute a lawsuit without notice to the tenant;

(v) agreement by the tenant that the Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

(vi) agreement by the tenant to waive any right to a trial by jury;

(vii) agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; or

(viii) agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant; provided, however, that the tenant may be obligated to pay costs if the tenant loses.

(c) The Developer shall not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; or for other good cause. To terminate or refuse to renew tenancy, the Developer must serve written notice upon the tenant specifying the grounds for the action at least 30 days prior to the termination of tenancy. The Developer shall also comply with all applicable state and local laws regarding tenant protections.

(d) The Developer agrees that it shall not impose any fees for construction management or for inspections for compliance with property standards. Nothing in this subsection shall prohibit the Developer from charging prospective tenants reasonable application fees (as determined by the City in its sole discretion).

(e) All tenant lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Affordable Units, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Developer employs a management agent for the Off-Site Building, the Developer shall require such agent to comply with the requirements of this Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Off-Site Building.

4.10 Maintenance of the Off-Site Building. The Developer shall, at all times during the Term, maintain the Affordable Units and the Off-Site Building in decent, safe, and sanitary

condition and in good repair. The Affordable Units must be free of all health and safety defects and must meet the lead-based paint requirements in 24 CFR Part 35 and all applicable state and local housing quality standards, code requirements and ordinances. The Developer shall keep the Affordable Units and the Off-Site Building in compliance with the Department's Multi-Unit Rehabilitation Construction Guidelines, as such guidelines may be amended from time to time.

4.11 Management of the Off-Site Building. The Developer shall provide for the management of the Off-Site Building in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing.

4.12 City's Right to Inspect Property. The City shall have the right to inspect the Off-Site Building and the Affordable Units at all reasonable times during the construction period for the purpose of determining whether the Developer is constructing or rehabilitating the Affordable Units and common areas and facilities in accordance with the terms of this Agreement. Following construction, the City shall have the right to inspect the Off-Site Building and the Affordable Units on at least an annual basis to ensure compliance with the leasing, management, maintenance and other obligations of this Agreement. The City may require additional inspections as determined necessary by the City based on monitoring results. The City shall provide the Developer with reasonable notice prior to any inspection.

4.13 Timing of Leasing. If on the date that is six (6) months following the Completion Date, the Affordable Units are not rented or available for rental by Eligible Households, then Developer shall be in breach of this Agreement and subject to the City's remedies set forth in Section 6. The Department may, in its sole discretion, extend such 6-month period based on the initial leasing of the Units in the Project.

## SECTION 5. CONDITIONS PRECEDENT TO ISSUANCE OF RELEASE.

5.1 Upon satisfaction of the requirements set forth in this Section 5, and upon the Developer's written request, which shall include a final budget detailing and documenting the total actual cost of the rehabilitation of the Affordable Units, the Department shall issue to the Developer a release ("Release") in recordable form certifying that the Developer has fulfilled its obligations to construct the Affordable Units in accordance with the terms of this Agreement and releasing the Acquired Property from the Agreement. The Release shall not, however, constitute evidence that the Developer has complied with any laws relating to the construction or rehabilitation of the Affordable Units or the Off-Site Building, and shall not serve as any "guaranty" as to the quality of the construction.

5.2 A Release will not be issued until the following requirements have been satisfied:

(a) The construction or rehabilitation, as applicable, of the Affordable Units and common areas and facilities in the Off-Site Building has been completed in accordance with the approved Plans and Specifications, including the repairs and improvements identified in the scope of work attached hereto as Exhibit D and the project review report attached hereto as Exhibit E, and each Affordable Unit has received a Certificate of Occupancy (or, for renovations or alterations that do not require Certificates of Occupancy, the Department has inspected the Affordable Unit and common areas and facilities and determined that the improvements have been completed in accordance with the terms of this Agreement).

(b) Each of the Affordable Units has been leased to an Eligible Household in accordance with the terms of this Agreement, and each lease is in full force and effect.

(c) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

5.3 Within thirty (30) days after receipt of a written request by the Developer for a Release, the Department shall provide the Developer with either the Release or a written statement indicating in adequate detail how the Developer has failed to satisfy the foregoing conditions, or is otherwise in default, and what measures or acts will be necessary for the Developer to take or perform in order to obtain the Release. If the Department requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Release upon compliance with the Department's response.

## SECTION 6. REMEDIES AND ENFORCEABILITY.

6.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

6.2 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 6.3(a) and 6.3(c).

6.3 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer fails to provide the number and type of Affordable Units required pursuant to Section 4.1.

(b) The Developer fails to comply with the construction standards set forth in Section 4.2.

(c) The Developer leases an Affordable Unit to a Household that is not an Eligible Household in violation of Section 4.3, or at a price in excess of the Rent Limit in violation of Section 4.4.

(d) The Developer fails to provide the City with an annual Compliance Certificate in violation of Section 4.5.

(e) The Developer fails to comply with the leasing procedures and requirements set forth in Sections 4.6 through 4.9.

(f) The Developer fails to comply with the maintenance and management standards and requirements set forth in Sections 4.10 and 4.11.

(g) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.



(h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Off-Site Building.

6.4 Remedies. If an Event of Default occurs, and the default is not cured in the time period provided for in Section 6.2 (if applicable), the City may pursue and secure any remedy specified in the ARO, including, with respect to any violation of Section 6.3(a), the imposition of a fine in an amount equal to two times the required Fee and the revocation of the Developer's residential real estate developer license, and with respect to a violation of Section 6.3(c), the imposition of a fee in the amount of \$500.00 per Affordable Unit per day for each day that the Developer is in noncompliance. The Developer further acknowledges and agrees that, in the event the Developer fails to provide the Affordable Units in the Off-Site Building as required herein, no Certificate of Occupancy for the Triggering Project shall be approved.

6.5 Cumulative Remedies. The City's remedies hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon the City or hereafter existing at law or in equity.

#### SECTION 7. DEVELOPER'S REPRESENTATIONS AND COVENANTS.

The Developer represents, warrants, covenants and agrees as follows:

7.1 The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Acquired Property and the Off-Site Property, and the person signing this Agreement has the authority to do so.

7.2 The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement has been duly authorized by all necessary action, and does not and will not violate the Developer's articles of organization or operating agreement, or any applicable laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Acquired Property or the Off-Site Property is now or may become bound.

7.3 All of the statements, representations and warranties contained in the Affordable Housing Profile Form, and any other document submitted by the Developer to the City in connection with this Agreement are true, accurate and complete.

#### SECTION 8. GENERAL PROVISIONS.

8.1 Governing Law/Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Illinois law.

8.2 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

8.3 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

8.4 Modification. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term

8.5 Notices. Unless otherwise specified, any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile or email, provided that there is written confirmation of such communication; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago – Department of Planning & Development  
121 North LaSalle Street, Room 1003  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to: City of Chicago – Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to the Developer: St. Boniface, LLC  
1462 North Milwaukee Avenue, Suite 3  
Chicago, Illinois 60622  
Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

With a copy to: Bernard I. Citron  
Thompson Coburn LLP  
55 East Monroe Street, 37<sup>th</sup> Floor  
Chicago, Illinois 60603  
Fax: 312-580-2201

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile or email, respectively, provided that such facsimile or email transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 7.3 shall constitute delivery.

8.6 Indemnification. The Developer hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City, its elected officials, officers, employees, Agents and representatives, from and against any judgments, losses, liabilities, claims, suits, actions, causes of action, damages (including consequential damages), costs and expenses of whatsoever kind or nature (including, without limitation, attorneys' fees, court costs, expert witness fees, and any other professional fees and litigation expenses) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement or to comply with the requirements of the ARO; (b) the failure of the Developer to comply with any other law, code, or regulation that governs the construction, rehabilitation, occupancy, sale or lease of any Affordable Unit; (c) breaches of the Developer's representations and warranties contained in this Agreement or any Compliance Certificate; (d) the construction, rehabilitation, or management of the Affordable Units or the Off-Site Building; (e) any misrepresentation or omission made by the Developer or any Agent of the Developer with respect to the Triggering Project or the Off-Site Building; (f) the responses or documents provided by the Developer or any Agent of the Developer pursuant to the terms of this Agreement or in any Compliance Certificate; and (g) any activity undertaken by the Developer or any Agent of the Developer on the Acquired Property or the Off-Site Property. This indemnification shall survive the expiration or any termination of this Agreement (regardless of the reason for such termination).

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Agreement.

8.8 Effective Date. This Agreement shall be deemed to be in effect as of the date first set forth above.

8.9 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

8.10 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

8.11 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.12 No Third Party Benefits. This Agreement is made for the sole benefit of the City and the Developer and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

8.13 Joint and Several Liability. If more than one entity comprises the Developer, together such entities agree that they are jointly and severally liable to the City for the performance of all obligations under the ARO and this Agreement. Each obligation, promise, agreement, covenant, representation and warranty of each entity comprising the Developer shall be deemed to have been made by, and be binding upon, the other entities comprising the Developer. The City may bring an action against any such entity with respect to the obligations

under the ARO and this Agreement without regard to whether an action is brought against the other entities comprising the Developer.

8.14 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

8.15 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.16 New Tax Parcels. If the Cook County Assessor's Office grants a Petition for Division and/or Consolidation of the Off-Site Property, the Developer shall immediately (a) re-record this Agreement against any newly created tax parcels containing Affordable Units, and (b) deliver a copy of the re-recorded Agreement to the City.

8.17 Recordkeeping and Reporting. Upon request of the Department, the Developer shall promptly provide any additional information or documentation requested in writing by the Department to verify the Developer's compliance with the provisions of this Agreement. At the written request of the Department, the Developer shall, within a reasonable time following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the Acquired Property and the Off-Site Property, and the Developer's compliance with this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEVELOPER:

ST. BONIFACE, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF CHICAGO, an Illinois municipal corporation

By: \_\_\_\_\_  
David L. Reifman  
Commissioner of Planning and Development



COVENANT EXHIBIT A

LEGAL DESCRIPTION OF ACQUIRED PROPERTY

[not attached for purposes of ordinance]

COVENANT EXHIBIT A-1

LEGAL DESCRIPTION OF OFF-SITE PROPERTY

[not attached for purposes of ordinance]



COVENANT EXHIBIT B

AFFORDABLE HOUSING PROFILE FORM

(ATTACHED)

[not attached for purposes of ordinance]

COVENANT EXHIBIT C  
COMPLIANCE CERTIFICATE

CITY OF CHICAGO  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
ANNUAL OWNER'S CERTIFICATION FOR PROJECT  
SUBJECT TO AFFORDABLE REQUIREMENTS ORDINANCE

Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Federal Employer Identification Number: \_\_\_\_\_

The Owner has executed an Affordable Housing Covenant and Agreement ("Agreement") for the benefit of the City of Chicago (the "City"). The Agreement was filed with the Office of the Recorder of Deeds of Cook County, Illinois, on \_\_\_\_\_ (month/date/year). Pursuant to the Agreement, the Owner is required to maintain certain records concerning the Project and the City is authorized to monitor the Project's compliance with the requirements of the Agreement. This Annual Owner's Certification for Project Subject to the Affordable Requirements Ordinance ("Compliance Certificate") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Planning and Development ("Department") by June 30 of each year until the expiration of the Term (as defined in Section 2 of the Agreement). No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the same meanings given to such terms in the Agreement.

All forms, including updates to this Compliance Certificate, department contacts, income limits, maximum allowable rents, and guidance for calculating household income are available on the Department's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding ARO compliance.

A. INFORMATION

1. Please list the address for each building included in the Project. (If necessary, use a separate sheet of paper and attach it to this document.)

Building Address(es): \_\_\_\_\_

2. Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, (b) in the identity of any shareholder, partner, member, trustee or other entity holding an ownership interest in the Owner, or (c) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Owner since the date of the Agreement or the most recent Annual Owner's Certification?

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, provide all the appropriate documents.

3. Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, provide all amendments and modifications of the Owner's organizational documents.

#### B. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Owner hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Owner is [check as applicable]:
  - (a) \_\_\_ an individual
  - (b) \_\_\_ a group of individuals
  - (c) \_\_\_ a corporation incorporated and in good standing in the State of \_\_\_\_\_
  - (d) \_\_\_ a general partnership organized under the laws of the State of \_\_\_\_\_
  - (e) \_\_\_ a limited partnership organized under the laws of the State of \_\_\_\_\_
  - (f) \_\_\_ a limited liability company organized under the laws of the State of \_\_\_\_\_
  - (g) \_\_\_ other [please describe]: \_\_\_\_\_
  
2. The Owner is [check as applicable] (a) \_\_\_ the owner of fee simple title to, or (b) \_\_\_ the owner of 100 percent of the beneficial interest in, the Project.
  
3. The Project consists of \_\_\_\_\_ building(s) containing a total of \_\_\_\_\_ residential unit(s), with total rentable square feet of \_\_\_\_\_.
  
4. (a) The Agreement requires the Owner to rent \_\_\_\_\_ (\_\_\_\_) of the residential units in the Project (the "Affordable Unit(s)") to individuals whose income is 60 percent or less of the Chicago Primary Metropolitan Statistical Area median income ("Eligible Households").
  - (b) For the 12-month period preceding the date hereof (the "Year"):
    - (i) the Affordable Units in the Project (as identified in paragraph 8 below) were occupied or available for occupancy by Eligible Households;
    - (ii) the Owner received an annual income certification from each Eligible Household at the time of the first rental by that household and documentation to support such certification;
    - (iii) all of the units in the Project were for use by the general public and used on a non-transient basis;
    - (iv) each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
    - (v) if an Affordable Unit became vacant during the Year, reasonable attempts were or are being made to rent such Affordable Unit or

the next available residential unit in the Project of a comparable size to one or more Eligible Households.

5. I have attached the Affordable Housing Profile Form signed by the Department for this Project and acknowledge that I must provide the number and types of affordable units specified in that document.

6. I have attached copies of the first and last pages of the lease for each of the Affordable Units listed in paragraph 8 below. For any new tenants, I have attached copies of all documents required to certify that they are income-eligible.

7. For this Project, tenants pay for the following utilities [check as applicable]:

- (a) \_\_\_ electric heat
- (b) \_\_\_ cooking gas
- (c) \_\_\_ other electric
- (d) \_\_\_ gas heat
- (e) \_\_\_ electric cooking

8. The following information accurately describes the Affordable Units required in this Project, as of today's date:

	Unit #	Number of bedrooms	Sq. Ft.	Rent charged	Household size	Household income	Date household income most recently calculated
1.	1			60% AMI			
2.	2			60% AMI			
3.	3			60% AMI			
4.	4						

9. The Project is in compliance with all of the currently applicable requirements of the Agreement. The Owner will take whatever commercially reasonable action is required to ensure that the Project complies with all requirements imposed by the Agreement during the periods required thereby.

The Owner shall retain, for the period required under the Agreement, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

10. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.

11. All Units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

12. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Owner has used its commercially

reasonable best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Affordable Housing Profile Form attached to the Agreement.

13. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Agreement. The Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Agreement and the City or the City's counsel.

If the Owner is unable to make any representation or warranty set forth above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

Under penalties of perjury, the Owner declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Owner in connection herewith is true, correct and complete and will continue to be true, correct and complete.

**C. INDEMNIFICATION**

The Owner hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions which result from the Owner's responses or documents provided pursuant to the terms of this Compliance Certificate and the Agreement, including breaches of the representations and warranties herein and therein contained.

IN WITNESS WHEREOF, the Owner has executed this Annual Owner's Certification this day of \_\_\_\_\_, \_\_\_\_\_.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
(SEAL)

COVENANT EXHIBIT D

PRELIMINARY PROJECT BUDGET AND SCOPE OF WORK

Purchase Price  
 Unit Updates\*  
 Total Costs  
 Number of Units 4  
 Cost Per Unit

\*See table below for line items.

Construction Item	Description of Work	Labor Cost	Material Cost	Misc	Total
Demolition					
Landscaping					
Foundation / Structural					
Countertops					
Cabinets					
Appliances					
Carpet					
Hardwood					
Tile					
HVAC					
Electrical					
Plumbing					
Painting					
Drywall					
Trim					
Fixtures					
Doors					
Bathroom(s)					
Windows					
Roofing					
Cleanup					
Misc.					
Total					

COVNENANT EXHIBIT E

PROJECT REVIEW REPORT

[ATTACHED]

[not attached for purposes of ordinance]

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

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

St. Boniface, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party: 1462 Milwaukee Avenue, Suite 3, Chicago, Illinois 60622

C. Telephone: 773-219-3388 Fax: \_\_\_\_\_ Email: ms@kmsdevelopment.com

D. Name of contact person: Michael Skoulsky

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

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

Redevelopment Agreement at 1340-1358 W. Chestnut, 901-921 N. Noble

G. Which City agency or department is requesting this EDS? Department of Planning and Development, City Council, Law Department, Plan Commission

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

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_



**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

- Yes                       No                       Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

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

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

Name	Title
Michael Skolsky	Manager

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

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

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

Name	Business Address	Percentage Interest in the Applicant
Michael Skolsky Skolsky	1462 Milwaukee Ave, Suite 3, Chicago, Illinois 60622	

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

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

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

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

---

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?  Yes  No

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

---

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

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

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

---

Bernard I. Citron/Thompson Coburn LLP; 55 E. Monroe, 37th Fl., Chicago, IL, 60603; Attorney; Estimated \$10,000

---

Space Architects and Planners; 2149 N. Talman Avenue, Chicago, IL 60647; Architects; Est. \$440,000

---

STAS Development; 1462 N. Milwaukee Ave, Ste. 3, Chicago, IL 60622; Project Manager/GC; Est. \$500,000

---

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

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

Yes     No

**B. FURTHER CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

5. Certifications (5), (6) and (7) concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise;
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

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

N/A

---

---

---

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

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

N/A

---

---

---

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

N/A

---

---

---

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

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

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

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

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

N/A

---

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

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

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

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

Yes                       No

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

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

Does the Matter involve a City Property Sale?

Yes                       No

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

Name	Business Address	Nature of Financial Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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

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

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

---

---

---

**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

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

**A. CERTIFICATION REGARDING LOBBYING**

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

---

---

---

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

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



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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

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

---

---

## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

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

St. Boniface, LLC  
(Print or type exact legal name of Disclosing Party)

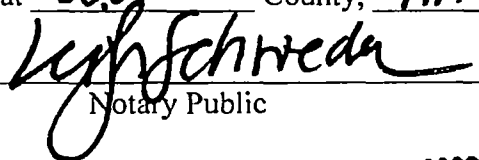
By:   
(Sign here)

Michael Skolsky  
(Print or type name of person signing)

Manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) June 18, 2018

at COOK County, Illinois (state).

  
Notary Public

Commission expires



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

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

---

---

---

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

Yes                       No

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

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_