



City of Chicago



SO2015-4421

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 5/20/2015

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment to previously passed land sale for property at 3501-3519 W 63rd St to and execution of redevelopment agreement with GSDV DV LLC, WM Initiatives LLC and WINGS Metro LLC

Committee(s) Assignment: Committee on Housing and Real Estate

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to an ordinance adopted by the City Council on December 11, 2013, and published at pages 71195 through 71234 in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), the City entered into that certain Agreement for the Sale and Redevelopment of Land with GSDC DV LLC ("GSDC"), WM Initiatives LLC ("WMI") and WINGS Metro LLC ("WINGS Metro" and, together with GSDC and WMI, the "Developer"), dated as of April 1, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 14, 2015, as Document No. 1610429003 (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the Redevelopment Agreement, the City conveyed the real property legally described on Exhibit A attached hereto (the "City Property"), to GSDC, for \$1.00, and GSDC immediately reconveyed the City Property to WINGS Metro, for the construction of a mixed-use project (the "Project"); and

WHEREAS, the Project consists of (i) a 40-bed supportive housing facility with 24-hour staff to provide support services (the "Shelter"), (ii) three (3) units of rental housing for residents leaving the Shelter or similarly-situated individuals and families, (iii) offices for counseling and other social services to serve the current and former residents of the Shelter and similarly-situated individuals and families, and (iv) approximately 4,630 square feet of retail space to support the operations of the Shelter and the rental housing; and

WHEREAS, the Project has received, or will receive, support from the Department of Family and Support Services in the form of two grants: a construction grant in the amount of \$1,200,000, and an operating grant in the amount of \$600,000; and

WHEREAS, the Project has also received a construction grant in the amount of \$400,000 from the Chicago Low-Income Housing Trust Fund; and

WHEREAS, the City Property was formerly used by the City as a police station; and

WHEREAS, after passage of the Project Ordinance, the Developer performed an environmental investigation of the City Property and discovered the presence of a leaking underground storage tank on the site and contamination originating therefrom; and

WHEREAS, the contamination affects the City Property as well as an alley adjacent to the City Property and potentially other off-site land; and

WHEREAS, the Developer enrolled the City Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") and obtained a draft "No Further Remediation" ("NFR") letter from the IEPA, attached hereto as Exhibit B; and

WHEREAS, the draft NFR letter requires further investigation and remediation of the off-site contamination; and

WHEREAS, the Developer and the City were unaware of the leaking underground storage

tank and the contamination associated therewith prior to the Developer's investigation of the site; and

WHEREAS, the Developer's original budget for the Project included \$157,413.00 for environmental expenses, but the Developer has spent \$416,485.59 in environmental investigation and remediation costs to date, and anticipates spending a total of \$425,000.00 in order to address the on-site contamination; and

WHEREAS, of the environmental costs incurred to date, the Developer has spent approximately \$50,000 on investigating and remediating the alley adjacent to the City Property (the "Off-Site Investigation Costs"); and

WHEREAS, the Developer has requested reimbursement from the City for the Off-Site Investigation Costs, and the City, as the former owner and operator of the leaking underground storage tank, has agreed to reimburse the Developer for such costs; and

WHEREAS, the City estimates that it will cost approximately \$225,000 to complete the investigation and remediation of the off-site contamination and obtain a final NFR letter from the IEPA approving the closure of the leaking tank (the "Off-Site Remediation Work"); and

WHEREAS, the City, as the former owner and operator of the leaking underground storage tank, has agreed to undertake the Off-Site Remediation Work at its sole cost and expense; and

WHEREAS, the Developer will remain responsible for remediating the on-site contamination and obtaining a final NFR letter from the IEPA approving the use of the City Property for the construction, development and operation of the Project; and

WHEREAS, the City and the Developer desire to amend and restate the Redevelopment Agreement in order to reallocate the obligations of the Developer and the City with respect to environmental matters, including (i) authorizing the City to reimburse the Developer for the Off-Site Investigation Costs, (ii) obligating the City to complete the Off-Site Remediation Work, and (iii) revising the environmental indemnification and release language to exclude claims arising from the off-site contamination; *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 Planning and Development (the "DPD Commissioner") and the Commissioner of Family and Support Services (the "DFSS Commissioner") and a designee of the DPD Commissioner and the DFSS Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an Amended and Restated Agreement for the Sale and Redevelopment of Land in substantially the form attached hereto as Exhibit C (the "Amended and Restated Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amended and Restated Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Amended and Restated Agreement.

SECTION 3. The City is hereby authorized to reimburse the Developer for its Off-Site Investigation Costs in an amount not to exceed \$50,000, provided that all reimbursed expenses

shall be verified by paid receipts or invoices.

SECTION 4. 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 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of City Property
Exhibit B – Draft NFR Letter
Exhibit C – Amended and Restated Agreement

EXHIBIT B
DRAFT NFR LETTER
(ATTACHED)



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

(217) 524-3300

February 6, 2015

7012 0470 0001 2969 0396

Ghian Foreman, Executive Director
Wings Metro LLC
2601 West 63rd Street
Chicago, Illinois 60629

Re: LPC #0316655052 -- Cook County
Chicago -- City of Chicago
(Property at 3501-3519 West 63rd Street)
Site Remediation Program/Technical Reports

Dear Mr. Foreman:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the *Remedial Action Plan Addendum 3 Update* (cover letter dated January 30, 2015, and received February 2, 2015/Log 15-58609), which was prepared by Environmental Design International inc. (EDI) for the above Remediation Site. The document effectively serves as a progress report on remediation activities performed to date. In addition, it includes plans for future remediation actions in certain areas, though it is noted that alternatives are still being considered to address remaining Leaking Underground Storage Tank contamination in the alley adjacent to the south Remediation Site boundary. The *Addendum 3 Update* is approved, with the exception that the Illinois EPA will address the proposed alternative engineered barrier described on page 8 (geotextile fabric and a minimum of two feet of clean fill) at a later date.

As requested in the *Addendum 3 Update*, the Illinois EPA has prepared a DRAFT No Further Remediation (NFR) Letter for your consideration. Please note that the DRAFT NFR Letter includes several items such as Site Safety Plan/Construction Worker Caution language and Highway Authority Agreement requirements that ultimately may not be needed. These items can always be removed or modified later, as remediation efforts continue and new information is provided.

February 6, 2015
LPC #0316655052 – Cook County
Chicago – City of Chicago (Property at 3501-3519 West 63rd Street)
Page 2

If you have any questions, please feel free to contact me at (217) 557-8085, the address indicated on the letterhead, or by e-mail at Tim.Zook@Illinois.gov.

Sincerely,



NW
Timothy D. Zook
Project Manager
Voluntary Site Remediation Program
Remedial Project Management Section
Bureau of Land

cc: Kimberly Worthington, Deputy Commissioner
as Agent for City of Chicago / Department of Fleet & Facility Management
30 North La Salle Street – Suite 300
Chicago, Illinois 60602

Patricia Feeley, P.G.
Project Manager
Environmental Design International inc.
33 West Monroe Street – Suite 1825
Chicago, Illinois 60603

Bureau of Land File



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

(217) 524-3300

DATE

CERTIFIED MAIL

Ghian Foreman, Executive Director
Wings Metro LLC
Greater Southwest Development Corporation
2601 West 63rd Street
Chicago, Illinois 60629

DRAFT

Re: LPC #0316655052 – Cook County
Chicago – City of Chicago
(Property at 3501-3519 West 63rd Street)
Site Remediation Program/Technical Reports
DRAFT No Further Remediation Letter

Dear Mr. Foreman:

NOTICE: Remedial actions may not be completed at this remediation site, and this draft No Further Remediation Letter does not release any person from further responsibility for remedial actions at the site in accordance with Section 58.10 of the Act. The terms and conditions contained in this draft No Further Remediation Letter are those proposed for inclusion in a final No Further Remediation Letter that may be issued by the Illinois Environmental Protection Agency. After final remedial actions have been completed and a Remedial Action Completion Report has been submitted or this draft No Further Remediation letter has been approved by the Remediation Applicant, issuance of the final NFR letter will be recommended.

The Comprehensive Site Investigation Report / Remedial Objectives Report / Remedial Action Plan (dated July 2014 and received July 30, 2014 /Log 14-57273), the Addendum to Comprehensive Site Investigation Report / Remedial Objectives Report / Remedial Action Plan (dated September 2014 and received September 30, 2014 /Log 14-57681), the Remedial Action Plan Addendum 2 (cover letter dated October 24, 2014, and received October 27, 2014/Log 14-57927), the Remedial Action Plan Addendum 3 Update (cover letter dated January 30, 2015, and

received February 2, 2015/Log 15-58609) and the (SPACE PROVIDED FOR ADDITIONAL REFERENCES), all of which were prepared by Environmental Design International inc. (EDI) for the above referenced Remediation Site, have been reviewed and approved by the Illinois Environmental Protection Agency ("Illinois EPA"). Taken together, the documents demonstrate that the remediation objectives approved for the site in accordance with 35 Illinois Administrative Code Part 742, including the indoor inhalation pathway, are above the existing concentrations of regulated substances and that the remedial action was completed in accordance with the (SPACE PROVIDED FOR REFERENCE TO REMEDIAL ACTION PLAN(S) ULTIMATELY USED).

DRAFT

The Remediation Site, consisting of approximately 0.57 acres, is located at 3501-3519 West 63rd Street, Chicago, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (received July 30, 2014/Log 14-57273), is Wings Metro LLC.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment and does not require further remediation under the Act if utilized in accordance with the terms of this Letter.

Conditions and Terms of Approval

DRAFT

Level of Remediation and Land Use Limitations

- 1) The Remediation Site is approved for Residential and/or Industrial/Commercial land use.
- 2) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

- 3) At a minimum, a safety plan should be developed to address possible worker exposure in the event that any future excavation and construction activities may occur within the contaminated soil. [INSERT ADDITIONAL LOCATION INFORMATION] Any excavation within the contaminated soil will require implementation of a safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance. Soil excavated must be returned to the same depth from which it was excavated or properly managed or disposed in accordance with applicable state and federal regulations.

Engineering Controls:

- 4) The asphalt barrier, as shown on the attached Site Base Map, must remain over the contaminated soils. This asphalt barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 5) The clean soil barrier, which is comprised of a minimum of three (3) feet of clean soil covering the area shown on the attached Site Base Map, must remain over the contaminated soils. This clean soil barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.

- 6) The alternative engineered barrier, which is comprised of geotextile fabric and a minimum of two feet of clean fill (SUBJECT TO ILLINIOS EPA APPROVAL; DETAILS NOT YET KNOWN), must remain over the contaminated soils. This clean soil barrier must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.
- 7) The building, as shown on the attached Site Base Map, must remain over the contaminated soils. This building must be properly maintained as an engineered barrier to inhibit ingestion of the contaminated media.

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Institutional Controls:

- 8) No building shall be occupied within the area depicted on the attached Site Base Map unless a Building Control Technology (“BCT”) meeting the requirements of 35 Illinois Administrative Code Part 742 Subpart L is operational prior to human occupancy. This BCT must be properly maintained to address the indoor inhalation pathway. If the BCT becomes inoperable, the site owner/operator shall notify building occupants and workers to implement protective measures. Failure to maintain the BCT shall be grounds for avoidance of this No Further Remediation letter.
- 9) The Building Control Technology (“BCT”) consisting of (state what systems were used), as shown on the attached Site Base Map, must be in place and operational prior to human occupancy. This BCT must be properly maintained to address the indoor inhalation pathway. If the BCT becomes inoperable, the site owner/operator shall notify building occupants and workers to implement protective measures. Failure to maintain the BCT shall be grounds for avoidance of this No Further Remediation letter.
- 10) HIGHWAY OWNER’S NAME agrees through the use of a highway authority agreement (- CITATION-) to allow contaminated groundwater, (-RELATIVE LOCATION WITH RESPECT TO THE HIGHWAY-) to remain beneath its highway right-of-way. The highway owner also agrees that the contaminated groundwater shall not be utilized as a potable or other domestic supply water.
- 11) Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), effectively prohibits the installation and the use of potable water supply wells and is an acceptable institutional control under the following conditions:
 - a) The Remediation Applicant shall provide written notification to the City of Chicago and to owner(s) of all properties under which groundwater contamination attributable to the Remediation Site exceeds the objectives approved by the Illinois EPA. The notification shall include:
 - i) The name and address of the local unit of government;
 - ii) The citation of Section 11-8-390;
 - iii) A description of the property for which the owner is being sent notice by adequate legal description or by reference to a plat showing the boundaries;

- iv) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives;
 - v) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and
 - vi) A statement as to where more information may be obtained regarding the ordinance.
- b) Written proof of this notification shall be submitted to the Illinois EPA within forty-five (45) days from the date this Letter is recorded to:

Ms. P.J. Gebhardt
Illinois Environmental Protection Agency
Bureau of Land/RPMS #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

DRAFT

- c) The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:
- i) Modification of the referenced ordinance to allow potable uses of groundwater;
 - ii) Approval of a site-specific request, such as a variance, to allow use of groundwater at the Remediation Site or at the affected properties;
 - iii) Failure to provide written proof to the Illinois EPA within forty-five (45) days from the date this Letter is recorded of written notification to the City of Chicago and affected property owner(s) of the intent to use Section 11-8-390 of the Municipal Code of Chicago (Potable Water Wells), as an institutional control at the Remediation Site; and
 - iv) Violation of the terms and conditions of this No Further Remediation letter.

Other Terms

- 12) Areas outside the Remediation Site boundaries or specific engineered barrier locations, as shown in the Site Base Map, are not subject to any other institutional or engineered barrier controls.
- 13) The Remediation Applicant has remediated the release associated with Leaking UST Incident Numbers 940628, 980207, and 982542.
- 14) Where a groundwater ordinance is used to assure long-term protection of human health (as identified under Paragraph 11 of this Letter), the Remediation Applicant must record a copy of the groundwater ordinance adopted and administered by a unit of local government along with this Letter.

- 15) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.
- 16) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Division of Records Management #16
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

DRAFT

- 17) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

18) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) Wings Metro LLC;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;
- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
- e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
- f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
- g) Any successor-in-interest of the owner of the Remediation Site;
- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.

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19) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Cook County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Cook County in accordance with Illinois law so that it forms a permanent part of the chain of title for the City of Chicago property at 3501-3519 West 63rd Street.

20) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Cook County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Ms. P.J. Gebhardt
Illinois Environmental Protection Agency
Bureau of Land/RPMS #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

DRAFT

21) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the City of Chicago property at 3501-3519 West 63rd Street, you may contact the Illinois EPA project manager, Mr. Tim Zook at (217)557-8085.

Sincerely,

Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Property Owner Certification of No Further Remediation Letter under the Site
Remediation Program Form
Instructions for Filing the NFR Letter

cc: Kimberly Worthington, Deputy Commissioner
as Agent for City of Chicago / Department of Fleet & Facility Management
30 North La Salle Street – Suite 300
Chicago, Illinois 60602

Commissioner, Urban Management and Brownfields Redevelopment Division
Department of Fleet and Facility Management
30 North LaSalle Street, Suite 200
Chicago, Illinois 60602-2575

Patricia Fceley, P.G.
Project Manager
Environmental Design International inc.
33 West Monroe Street – Suite 1825
Chicago, Illinois 60603

Bureau of Land File
Ms. P.J. Gebhardt

PREPARED BY:

Name: Ghian Foreman, Executive Director
Wings Metro LLC
Greater Southwest Development Corp.

Address: 2601 West 63rd Street
Chicago, Illinois 60629

RETURN TO:

Name: Ghian Foreman, Executive Director
Wings Metro LLC
Greater Southwest Development Corp.

Address: 2601 West 63rd Street
Chicago, Illinois 60629

DRAFT

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Cook County.

Illinois State EPA Number: 0316655052

Wings Metro LLC, the Remediation Applicant, whose address is 2601 West 63rd Street, Chicago, Illinois 60629 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal Description or Reference to a Plat Showing the Boundaries: LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN Block 4 JOHN F. EBERGART'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
2. Common Address: 3501-3519 West 63rd Street, Chicago, Illinois
3. Real Estate Tax Index/Parcel Index Number: 19-23-200-015-0000, 19-23-200-016-0000, 19-23-200-017-0000, 19-23-200-018-0000, 19-23-200-020-0000
4. Remediation Site Owner: City of Chicago
5. Land Use: Residential and/or Industrial/Commercial
6. Site Investigation: Focused

See NFR letter for other terms.

(Illinois EPA Site Remediation Program Environmental Notice)

Site Base Map
0316655052 – Cook County
Chicago – City of Chicago
(Property at 3501-3519 West 53rd Street)
Site Remediation Program

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SITE BASE MAP TO BE
PROVIDED UPON
COMPLETION OF
REMEDICATION

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PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information

Owner's Name: _____
Title: _____
Company: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____ Phone: _____

Site Information

Site Name: _____
Site Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Illinois inventory identification number: _____
Real Estate Tax Index/Parcel Index No. _____

I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.

Owner's Signature: _____ Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME
this _____ day of _____, 20__

Notary Public

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

DRAFT

Notice to Remediation Applicant

Please follow these instructions when filing the NFR letter with the County Recorder's Office

Instructions for Filing the NFR Letter

DRAFT

The following documents must be filed:

- A. Body of the NFR Letter (contains appropriate terms and conditions, tables, etc.)
 - B. Attachments to NFR letter
 - Illinois EPA Site Remediation Program Environmental Notice (Legal Description and PIN of property)
 - Maps of the site
 - Table A: Regulated Substances of Concern (if applicable.)
 - Property Owner Certification
 - C. A copy of the ordinance, if applicable, used to address groundwater contamination
1. Place the Illinois EPA Site Remediation Program Environmental Notice on top of the NFR prior to giving it to the Recorder.
 2. If you are not the owner (record title holder) of the property on the date of filing of this NFR, you must attach a **completed** owner's certification form signed by the owner of the property at the time of filing (e.g., if the property recently sold, the new owner must sign).
 3. If any of the terms and conditions of the NFR letter references a groundwater ordinance, you must record a copy of the groundwater ordinance with the NFR letter.
 4. If any of the terms and conditions of the NFR letter references a highway agreement, you must record the highway agreement if specifically required by the municipality granting the agreement.
 5. Within thirty (30) days of this NFR Letter being recorded by the Office of the Recorder of the County in which the property is located, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

P.J. Gebhardt
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

6. **Remove this page from the NFR letter, prior to recording.**

If you have any questions call (217) 524-3300 and speak with the "project manager on-call" in the Site Remediation Program.

EXHIBIT C

AMENDED AND RESTATED AGREEMENT

(ATTACHED)

EXHIBIT C

AMENDED AND RESTATED AGREEMENT

(ATTACHED)

**AMENDED AND RESTATED
AGREEMENT FOR THE
SALE AND REDEVELOPMENT
OF LAND**

(The Above Space for Recorder's Use Only)

This **AMENDED AND RESTATED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, 2015, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD") and its Department of Family and Support Services ("DFSS"), and **GSDC DV LLC**, an Illinois limited liability company ("GSDC"), **WM INITIATIVES LLC**, an Illinois limited liability company ("WMI"), and **WINGS METRO LLC**, an Illinois limited liability company ("WINGS Metro"). GSDC, WMI and WINGS Metro are collectively referred to herein as the "Developer Parties," and each individually as a "Developer Party."

RECITALS

WHEREAS, pursuant to an ordinance adopted by the City Council on December 11, 2013, and published at pages 71195 through 71234 in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), the City entered into that certain Agreement for the Sale and Redevelopment of Land with GSDC, WMI and WINGS Metro, dated as of April 1, 2015, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 14, 2015, as Document No. 1610429003 (the "Original Agreement"); and

WHEREAS, pursuant to the Original Agreement, the City conveyed the real property and improvements located at 3501-19 West 63rd Street, Chicago, Illinois, as legally described on Exhibit A attached hereto (the "City Property") to GSDC for \$1.00 in consideration of the obligations of the Developer Parties to construct and operate the Project (as hereinafter defined); and

WHEREAS, immediately following the transfer of the City Property to GSDC, GSDC transferred the City Property to WINGS Metro; and

WHEREAS, the City Property is comprised of approximately .57 acres (or 24,824 square feet), and is improved with a vacant police station containing approximately 8,788 square feet of gross building area; and

WHEREAS, in 2013, DFSS issued a Request for Proposals for the development and operation of new or expanded interim housing for families (the "RFP"); and

WHEREAS, Greater Southwest Development Corporation, an Illinois not-for-profit corporation and the sole member of GSDC ("Greater Southwest") and WINGS Program, Inc., an Illinois not-for-profit corporation and the sole member of WMI ("WINGS"), submitted a joint proposal in response to the RFP, and DFSS selected the proposal; and

WHEREAS, GSDC and WINGS formed a new company, WINGS Metro, for the purpose of constructing and operating the Project (as hereinafter defined); and

WHEREAS, GSDC has a 5% membership interest in, and is the manager of, WINGS Metro, and WINGS has a 95% membership interest in WINGS Metro; and

WHEREAS, the Developer Parties proposed to rehabilitate the existing improvements on the City Property and construct an additional structure appurtenant thereto that will be operated as a mixed use project (the "Project") consisting of four basic components: (a) a 40-bed supportive housing facility with 24-hour staff to provide support services (the "Shelter"), (b) three (3) units of rental housing for residents leaving the Shelter or similarly-situated individuals and families (the "Stage 2 Housing"), (c) offices for counseling and other social services to serve the current and former residents of the Shelter and similarly-situated individuals and families ("Office Space"), and (d) approximately 4,630 square feet of retail space to support the operations of the Shelter and the Stage 2 Housing (the "Retail Space"); and

WHEREAS, the Project is further defined in Section 2 hereof; and

WHEREAS, in order to expedite the construction of the Project and the delivery of critical housing, counseling, and social services, the City authorized Greater Southwest to commence certain pre-construction and construction activities pursuant to temporary license agreements; and

WHEREAS, Greater Southwest has entered into a construction contract with Ujamaa Construction, Inc., dated August 14, 2014 (the "Construction Contract"), to construct the Project, for a guaranteed maximum price of \$6,364,917 (the "Guaranteed Maximum Price"); and

WHEREAS, Greater Southwest has previously assigned the Construction Contract, and all other agreements executed by Greater Southwest in connection with the construction of the Project (the "Other Contracts"), to WINGS Metro; and

WHEREAS, WINGS Metro has previously assumed the obligations of Greater Southwest under the Construction Contract and the Other Contracts, and is responsible for completing the construction of the Project; and

WHEREAS, upon completion of the Project, WINGS Metro will (a) lease the Shelter, the Stage 2 Housing, and the Office Space (collectively, the "WINGS Space") to WMI for operation in accordance with the terms of a Master Lease Agreement (as hereinafter defined), and (b) lease the Retail Space to WMI and/or one or more commercial or retail tenants for operation in accordance with the terms of a Retail Lease (as hereinafter defined); and

WHEREAS, the appraised value of the City Property as of June 14, 2013, was \$170,000; and

WHEREAS, DFSS has made a grant to WINGS Metro in the amount of \$1,200,000 (the "DFSS Construction Grant") pursuant to that certain Construction Grant Agreement dated as of August 15, 2014 (the "DFSS Construction Grant Agreement"), to be used exclusively for the payment of construction costs associated with the Project, as detailed in the final construction budget approved by DPD in accordance with Section 9.1 of the Original Agreement; and

WHEREAS, DFSS intends to make a grant to WMI in the amount of \$600,000 (the "DFSS Operating Grant") pursuant to a separate agreement (the "DFSS Operating Grant Agreement"), to be used exclusively for the payment of operating costs associated with the Shelter during the first two (2) years of operation; and

WHEREAS, the Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), has made a grant to WINGS Metro in the amount of \$400,000 (the "Trust Fund Construction Grant") for the construction of the Project; and

WHEREAS, WINGS Metro has previously deposited a reconveyance deed (the "Reconveyance Deed") with the Title Company, as security for the Developer Parties' obligations hereunder; and

WHEREAS, the City and the Developer Parties desire to amend and restate the Original Agreement pursuant to the terms of this Agreement; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2015, and published at pages _____ through _____ in the Journal of such date, authorized the City's execution of this Agreement; and

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. DEFINITIONS.

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the meanings set forth below:

"2FM" means the City's Department of Fleet and Facilities Management.

"Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with any Developer Party, 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.

"Agent" means any contractor, subcontractor or other agent, entity or individual acting under the control or at the request of any Developer Party or any Developer Party's contractors.

"Architect" means Pappageorge Haymes.

"Certificate of Completion" has the meaning set forth in Section 14.

"City" has the meaning set forth in the Preamble to this Agreement.

"City Hiring Plan" has the meaning set forth in Section 32.1.

"City Parties" has the meaning set forth in Section 23.4.

"City Property" has the meaning set forth in the Recitals.

"Closing" means the conveyance of the City Property to GSDC, and the immediate reconveyance of the City Property from GSDC to WINGS Metro, in accordance with the Original Agreement.

"Closing Date" has the meaning set forth in Section 5.

"Construction Contract" has the meaning set forth in the Recitals.

"Construction Program" has the meaning set forth in Section 24.3(a).

"Corporation Counsel" means the City's Office of Corporation Counsel.

"Deed" has the meaning set forth in Section 6.1.

"Developer Parties" has the meaning set forth in the Preamble to this Agreement.

"DFSS" has the meaning set forth in the Preamble to this Agreement.

"DFSS Construction Grant" has the meaning set forth in the Recitals.

"DFSS Construction Grant Agreement" has the meaning set forth in the Recitals.

"DFSS Operating Grant" has the meaning set forth in the Recitals.

"DFSS Operating Grant Agreement" has the meaning set forth in the Recitals.

"DPD" has the meaning set forth in the Preamble to this Agreement.

"Draft NFR Letter" means that certain draft comprehensive NFR Letter from the IEPA for the City Property attached hereto as Exhibit B, as amended or supplemented from time to time.

"Effective Date" means the date upon which this Agreement becomes fully executed by the Developer Parties and the City as set forth on the signature page.

"Employer(s)" has the meaning set forth in Section 24.1.

“Environmental Documents” means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer Parties (or otherwise obtained by the Developer Parties) regarding the condition of the City Property, including, without limitation, the SRP Documents.

“Environmental Laws” means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

“Escrow” means the construction escrow established pursuant to the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement establishing a construction escrow, entered into as of the Closing Date by the Title Company (or an affiliate of the Title Company), WINGS Metro and WINGS Metro’s lender(s).

“Event of Default” has the meaning set forth in Section 20.2.

“Extended Cure Period” has the meaning set forth in Section 20.3.

“Final Combined NFR Letter” means a final NFR Letter from the IEPA approving the use of applicable portions of the City Property for the construction, development and operation of the Project and further approving the closure of Leaking UST Incident Numbers 940628, 980207 and 98254, as amended or supplemented from time to time. The Final Combined NFR Letter, as it relates to the On-Site Contamination, shall be a comprehensive NFR Letter and state that the City Property meets TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. The Final Combined NFR Letter, as it relates to the Off-Site LUST Contamination, may be based on risk-based, site-specific remediation objectives appropriate for the off-site land uses, and may be reasonably conditioned upon institutional or engineering controls acceptable to the IEPA, such as the model City of Chicago highway authority agreement

“Final On-Site NFR Letter” has the meaning set forth in Section 23.3(a), and is further defined to mean a final comprehensive NFR Letter from the IEPA approving the use of applicable portions of the City Property for the construction, development and operation of the Project, as amended or supplemented from time to time. The Final On-Site NFR Letter shall state that the City Property meets TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

“Final Off-Site NFR Letter” has the meaning set forth in Section 23.3(a), and is further defined to mean a final NFR Letter from the IEPA approving the closure of Leaking UST Incident

Numbers 940628, 980207 and 98254, as amended or supplemented from time to time The Final Off-Site NFR Letter may be based on risk-based, site-specific remediation objectives appropriate to the off-site land uses, and may be reasonably conditioned upon institutional or engineering controls acceptable to the IEPA, such as the model City of Chicago highway authority agreement.

“Governmental Approvals” has the meaning set forth in Section 8.

“Greater Southwest” has the meaning set forth in the Recitals.

“GSDC” has the meaning set forth in the Preamble to this Agreement.

“Hazardous Substances” means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Human Rights Ordinance” has the meaning set forth in Section 24.1(a).

“IEPA” means the Illinois Environmental Protection Agency.

“IGO Hiring Oversight” has the meaning set forth in Section 32.4.

“Initial Compliance Period” means a period of seven (7) years following issuance of the Certificate of Completion, excluding any period of time that an Event of Default exists under this Agreement.

“Initial Cure Period” has the meaning set forth in Section 20.3.

“Laws” means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

“Lender Financing” means any funds borrowed by WINGS Metro from lenders and irrevocably available to pay for costs of the Project.

“Losses” means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

“Master Lease Agreement” means a lease between WINGS Metro, as landlord, and WMI, as tenant, pursuant to which WMI shall lease the WINGS Space from WINGS Metro for the Initial Compliance Period, as such period may be extended as therein provided. The Master Lease shall require WMI to: (a) operate the Shelter in accordance with the terms of the Operating Grant Agreement, (b) sublease the Stage 2 Housing to former residents of the Shelter or similarly-situated individuals and families, and (c) use the Office Space or sublease the Office Space to

MFS, Greater Southwest or, with DFSS's prior written consent, another non-profit social service agency or community organization for the purpose of providing counseling and other social services (i.e., career services, benefits linkage, housing counseling, and legal advocacy) to current or former residents of the Shelter and/or similarly-situated individuals and families. The rent payable under the Master Lease Agreement shall be established in the preliminary operating budget, and shall not increase more than 3% annually during the lease term.

"MBE/WBE Program" has the meaning set forth in Section 24.3(a).

"MFS" means Metropolitan Family Services, an Illinois not-for-profit corporation.

"Municipal Code" means the Municipal Code of Chicago.

"NFR Letter" means a "No Further Remediation" letter issued by the IEPA pursuant to the SRP and, with respect to any USTs subject to Title 16 of the Illinois Environmental Protection Act, a "No Further Remediation" letter with respect to such USTs pursuant to Title 16, whichever is applicable, as amended or supplemented from time to time.

"Off-Site LUST Contamination" has the meaning set forth in Section 23.3(a).

"Off-Site Remediation Work" has the meaning set forth in Section 23.3(a).

"Office Space" has the meaning set forth in the Recitals.

"On-Site Contamination" has the meaning set forth in Section 23.3(a).

"On-Site Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final On-Site NFR Letter (or, if the IEPA does not issue separate NFR Letters for the On-Site Contamination and the Off-Site LUST Contamination, a Final Combined NFR Letter confirming that the On-Site Contamination has been remediated), in accordance with the terms and conditions of the Draft NFR Letter for the City Property, the SRP Documents, all requirements of the IEPA and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, all applicable Environmental Laws; provided, however, notwithstanding anything to the contrary contained in the Draft NFR Letter or the SRP Documents, the term "On-Site Remediation Work" shall not include the Off-Site Remediation Work.

"Operating Grant Agreement" has the meaning set forth in the Recitals.

"Other Contracts" has the meaning set forth in the Recitals.

"Phase I" has the meaning set forth in Section 22.

"Plans" has the meaning set forth in Section 11.1.

"Procurement Program" has the meaning set forth in Section 24.3(a).

"Project" means the renovation of the existing building and the construction of a new, two-story building on the City Property to house the Shelter, the Stage 2 Housing, the Retail Space and the Office Space. The existing building will be renovated to provide a kitchen, dining room, conference room, multi-purpose room and play room on the first floor for the Shelter, and the Stage

2 Housing on the second floor. A safe, secure play area for children will be placed just outside of the kitchen. The new building will include the Retail Space on the first floor in order to generate income to support the operations of the Shelter and the Stage 2 Housing and to provide economic development and jobs in the community. The Retail Space will occupy approximately two-thirds of the first floor in the new building. The remaining space on the first floor of the new building will contain the Office Space. The second floor will contain 40 beds of interim housing for the Shelter and a lounge area for residents of the Shelter.

“Project Ordinance” has the meaning set forth in the Recitals.

“Released Claims” has the meaning set forth in Section 23.4.

“Releasing Parties” has the meaning set forth in Section 23.4.

“Remediation Costs” means governmental or regulatory body response costs, natural resource damages, property damages, and the costs of any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

“Retail Lease(s)” means one or more of the following: (i) a lease between WINGS Metro, as landlord, and WMI, as tenant, pursuant to which WMI shall lease all or a portion of the Retail Space for a resale shop to support the Shelter’s operations, and/or (ii) a lease between WINGS Metro, as landlord, and one or more third parties, as tenant(s), pursuant to which such third parties shall lease all or a portion of the Retail Space, with DFSS’s prior written consent, for a complementary retail use to support the Shelter’s operations.

“Retail Space” has the meaning set forth in the Recitals.

“RFP” has the meaning set forth in the Recitals.

“Shakman Accord” has the meaning set forth in Section 32.1.

“Shelter” has the meaning set forth in the Recitals.

“Similar Provider” has the meaning set forth in Section 15.3.

“SRP” means the IEPA’s Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

“SRP Documents” means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, (i) the Comprehensive Site Investigation Report/ Remedial Objectives Report/ Remedial Action Plan dated July 2014, and prepared for the IEPA by Environmental Design International Inc. (“EDI”); (ii) the Addendum to Comprehensive Site Investigation Report/ Remedial Objectives Report/ Remedial Action Plan dated September 2014, and prepared by EDI; (iii) the Remedial Action Plan Addendum 2 dated October 22, 2014, and prepared by EDI; and (iv) the Remedial Action Plan Addendum 3 Update dated January 27, 2015.

“Stage 2 Housing” has the meaning set forth in the Recitals.

“Subsequent Compliance Period” means a period of three (3) years following expiration of the Initial Compliance Period, excluding any period of time that an Event of Default exists under this Agreement.

“TACO” means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

“Title Company” means Near North National Title LLC, as agent for Chicago Title Insurance Company.

“Title Commitment” means a commitment for an owner’s policy of title insurance for the City Property, Order No. N01131259, with an effective date of January 22, 2015, issued by the Title Company.

“Title Policy” means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing WINGS Metro as the named insured with respect to the City Property, noting the recording of the Original Agreement and a subordination agreement with respect to any Lender Financing for the Project as encumbrances against the City Property.

“UST(s)” means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (i) any underground storage tank as defined in 415 ILCS 5/57.2, (ii) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (iii) any tank used for storing heating oil for consumption on the premises where stored, (iv) any septic tank, (v) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (vi) any pipes connected to items (i) through (v) above.

“Waste Sections” has the meaning set forth in Section 31.

“WINGS” has the meaning set forth in the Recitals.

“WINGS Metro” has the meaning set forth in the Preamble to this Agreement.

“WINGS Space” has the meaning set forth in the Recitals.

“WMI” has the meaning set forth in the Preamble to this Agreement.

SECTION 3. PURCHASE PRICE.

Pursuant to the Original Agreement, the City sold the City Property to GSDC for \$1.00 (the “Purchase Price”), and GSDC immediately reconveyed the City Property to WINGS Metro for the same amount.

SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT. Intentionally Deleted.

SECTION 5. CLOSING.

The City and the Developer Parties acknowledge that the Closing took place on or about April 9, 2015 (the “Closing Date”), in accordance with the terms of the Original Agreement.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City conveyed the City Property to GSDC by quitclaim deed ("Deed").

6.2 Recording Costs. The Developer Parties have previously paid to record the Deed and the Original Agreement, and shall pay to record this Agreement.

6.3 Reconveyance Deed. Wings Metro has previously executed and delivered a Reconveyance Deed to the City, which is being held in escrow by the Title Company. The Developer Parties acknowledge and agree that the City shall have the right to record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City upon the occurrence of an Event of Default under Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), Section 25.2 (Operations Covenant), Section 25.3 (Jobs Retention Covenant) and Section 25.4 (Jobs Creation Covenant), if any such default is not cured during the applicable cure period, if any. The City shall return the Reconveyance Deed to Wings Metro promptly upon expiration of the Subsequent Compliance Period if there is no then outstanding default under any of the foregoing sections.

SECTION 7. TITLE AND SURVEY.

The City acknowledges that the Developer Parties have previously obtained a Title Commitment and Title Policy and otherwise complied with their obligations under Section 7 of the Original Agreement, and the Developer Parties acknowledge that the City has previously complied with its obligations under Section 7 of the Original Agreement

SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

Greater Southwest has obtained all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project, other than the Final NFR Letter.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The City acknowledges that the Developer Parties have previously complied with their obligations under Section 9 of the Original Agreement.

SECTION 10. CONDITIONS TO THE CITY'S OBLIGATIONS.

The City acknowledges that the Developer Parties have previously delivered or satisfied the conditions precedent to Closing set forth in Section 10 of the Original Agreement, or the City has previously waived such conditions.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Plans and Permits. WINGS Metro shall construct the Project on the City Property materially in accordance with the final plans and specifications prepared by the Architect dated March 12, 2014, which have been approved by DPD and DFSS and which are incorporated herein by this reference ("Plans"). If WINGS Metro submits and DPD and DFSS approve revised plans and specifications after the Effective Date, the term "Plans" as used herein shall refer to the revised plans and specifications upon DPD's and DFSS's written approval of the same. No

material deviation from the Plans may be made without the prior written approval of DPD and DFSS. The Plans shall at all times conform to all applicable Laws.

11.2 Relocation of Utilities, Curb Cuts and Driveways. WINGS Metro 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 construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by WINGS Metro as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.3 City's Right to Inspect City Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the City Property at all reasonable times for the purpose of determining whether WINGS Metro is constructing the Project in accordance with the terms of this Agreement and all applicable Laws.

11.4 Barricades. Prior to the commencement of any construction activity requiring barricades, WINGS Metro 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. WINGS Metro shall erect all barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the City Property.

11.5 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD or DFSS 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 approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the City Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

WINGS Metro has commenced construction of the Project prior to the date hereof and, subject to force majeure (as described in Section 34.6 below), shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than twelve (12) months from the date hereof (the "Construction Completion Date"); provided, however, DPD and DFSS, in their sole and absolute discretion, may extend the Construction Completion Date by up to six (6) months. WINGS Metro shall construct the Project in accordance with the Plans and all Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION.

WINGS Metro shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the construction of the Project in accordance with this Agreement. The City will not issue the Certificate of Completion until (a) the Project has been fully

constructed according to the approved Plans and has received a Certificate of Occupancy or other evidence acceptable to DPD that the Project is in compliance with all applicable building permit requirements; (b) WINGS Metro has completed all On-Site Remediation Work in accordance with the Draft NFR Letter and the SRP Documents pursuant to Section 23.3(b); (c) DPD's Monitoring and Compliance Unit has verified that the Project is in full compliance with the employment requirements set forth in Section 24 with respect to construction of the Project; (d) the Master Lease Agreement, as previously approved by the City, is in full force and effect and the Shelter has opened; and (e) there exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default. Within forty-five (45) days after receipt of a written request by WINGS Metro for a Certificate of Completion, the City shall provide WINGS Metro with either the Certificate of Completion or a written statement indicating in adequate detail how WINGS Metro has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for WINGS Metro to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, WINGS Metro 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 Deed with respect to WINGS Metro's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that WINGS Metro has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer Parties from their obligations to comply with the other terms, covenants and conditions of this Agreement.

SECTION 15. RESTRICTIONS ON USE.

The Developer Parties, for themselves and their successors and assigns, agree as follows:

15.1 The Developer Parties 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 sale, lease, rental, use or occupancy of the City Property or the Project or any part thereof.

15.2 WINGS Metro shall construct the Project in accordance with this Agreement, the DFSS Construction Grant Agreement, the Plans, and all Laws and covenants and restrictions of record.

15.3 For the Initial Compliance Period, WINGS Metro shall lease the WINGS Space to WMI pursuant to the Master Lease Agreement; provided, however, if WMI defaults under the terms of the Master Lease Agreement, and fails to cure the default within the applicable cure period, or WMI is otherwise unable to obtain sufficient funding to operate the WMI Space and to satisfy its other obligations under the Master Lease Agreement, WINGS Metro may terminate the Master Lease Agreement in accordance with its terms and lease the WMI Space or any of its components (a) to a non-profit social service agency with a similar mission providing similar services ("Similar Provider"), subject to DFSS's prior written consent of such tenant, or (b) if a Similar Provider cannot be identified, to a non-profit social service agency or community organization for any of the purposes set forth on Exhibit C attached hereto, subject to DFSS's prior written consent of such tenant.

15.4 For the Initial Compliance Period, WMI shall lease and operate the WINGS Space in accordance with this Agreement and the Master Lease Agreement.

15.5 For the Subsequent Compliance Period, WINGS Metro shall lease the Project (excluding the Retail Space) to WMI or another non-profit social service agency or community organization for any of the purposes set forth on Exhibit C attached hereto, and may, with DFSS's prior written consent, lease the Retail Space for any uses permitted under the applicable zoning.

The Developer Parties, for themselves and their successors and assigns, acknowledge and agree that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF CITY PROPERTY.

Prior to the expiration of the Subsequent Compliance Period, WINGS Metro may not, without the prior written consent of DFSS, which consent shall be in DFSS's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, lease (except for leases permitted under Section 15) or otherwise dispose of the City Property or the Project, or any part thereof or any interest therein (including, without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. WINGS Metro acknowledges and agrees that DFSS may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if WINGS Metro fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. No principal party of WINGS Metro may sell, transfer or assign any of its interest in WINGS Metro prior to the expiration of the Subsequent Compliance Period, without the prior written consent of DFSS, which consent shall be in DFSS's sole and absolute discretion.

SECTION 17. LIMITATION UPON ENCUMBRANCE OF CITY PROPERTY.

Prior to the expiration of the Subsequent Compliance Period, no Developer Party shall, without DFSS's prior written consent, which shall be in DFSS's sole and absolute discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Property, except for any Lender Financing approved pursuant to Section 9 of the Original Agreement, which shall be limited to funds necessary to construct the Project. Notwithstanding the foregoing, any Developer Party may contest or object in good faith to the amount or validity of any non-governmental charge, lien, claim or encumbrance relating to the City Property or the Project, before any delinquency occurs, by appropriate legal proceedings properly and diligently instituted and prosecuted, if such Developer Party gives prior written notice to the City and furnishes and keeps in force (a) an irrevocable letter of credit or a surety bond from a bank or surety company acceptable to the City and in an amount reasonably sufficient to pay such contested lien claims plus any interest thereon, or (b) some other indemnity or guarantee reasonably satisfactory to the City. In the event such contest is determined adversely, the Developer Party pursuing such contest shall promptly pay in full the required amount, together with any interest, penalties, costs or other charges necessary to release such charge, lien, claim or encumbrance. In addition, the Developer Parties shall have the right to pursue any available property tax assessment reduction or exemption provided that any such pursuit is undertaken in accordance with all applicable Laws.

SECTION 18. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any Affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 19 and, at Closing, shall execute a subordination agreement in accordance with Section 10.11. If any such mortgagee or its affiliate succeeds to WINGS Metro's interest in the City Property prior to the expiration of the Subsequent Compliance Period, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Property to another party, such transferee shall be obligated to complete and operate the Project as required by this Agreement, and shall also be bound by the other covenants running with the land specified in Section 19.

SECTION 19. COVENANTS RUNNING WITH THE LAND.

The Developer Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of City Property), Section 17 (Limitation Upon Encumbrance of City Property), and Section 23.4 (Release for Environmental Conditions), touch and concern and shall be appurtenant to and shall run with the City Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer Parties and their successors and assigns (subject to the limitation set forth in Section 18 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. Such covenants, agreements, releases and other terms and provisions shall terminate as follows: Sections 13 and 15.2 upon the issuance of the Certificate of Completion; Sections 15.3 and 15.4 upon the expiration of the Initial Compliance Period; Sections 15.5, 16 and 17 upon the expiration of the Subsequent Compliance Period; and Sections 15.1 and 23.4 with no limitation as to time.

SECTION 20. PERFORMANCE AND BREACH.

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

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

(a) the failure of any Developer Party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such Developer Party under this Agreement, the DFSS Construction Grant Agreement, the DFSS Operating Grant Agreement, or any related agreement;

(b) the failure of any Developer Party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such Developer Party under any other agreement with any person or entity if such failure may have a material adverse effect on the business, property, assets, operations or condition of such Developer Party, financial or otherwise;

(c) the making or furnishing by any Developer Party of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, the DFSS Construction Grant Agreement, the DFSS Operating Grant

Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the City Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against any Developer Party for the liquidation or reorganization of such Developer Party, or alleging that such Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of any Developer Party's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving any Developer Party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for any Developer Party, for any substantial part of any Developer Party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of any Developer Party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against any Developer Party which is related to the City Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period; and

(i) the dissolution of any Developer Party.

20.3 Cure. If any Developer Party defaults in the performance of its obligations under this Agreement, such defaulting party (or its members) 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 defaulting party 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) (the "Initial Cure Period"). If the defaulting party (or its members) does not cure such default within the Initial Cure Period, any non-defaulting party (or its sole member) shall have the right (but not the obligation) to cure such default within 30 days after expiration of the Initial Cure Period, or such longer period as shall be reasonably necessary to cure such default provided the non-defaulting party (or its members) 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) (the "Extended Cure Period"), and the City shall take no action during such Extended Cure Period. If the non-defaulting party (or its members) does not cure such default within the Extended Cure Period, then the City shall have available all remedies set forth in this Agreement.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement and no cure period (initial or extended) with respect to Events of Default described in Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Transfer of City Property) Section 17 (Limitation Upon Encumbrance of City Property), and Section 29.5 (Prohibition on Certain Contributions Pursuant to Mayoral Executive Order No. 2011-4).

20.4 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement and institute any action or proceeding at law or in equity against the defaulting party.

20.5 Remedies. In addition to any other rights and remedies available to the City at law or in equity, if an Event of Default occurs after the Closing but prior to expiration of the Subsequent Compliance Period, and the default is not cured in the time period provided for in Section 20.3 above, the City shall have the right, in its sole and absolute discretion, to terminate this Agreement, record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City; provided, however, any reconveyance of the Property shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

20.6 Resale of the City Property. Upon the revesting in the City of title to the City Property as provided in Section 20.5, the City may complete the Project or convey the City Property, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DFSS, and otherwise comply with the covenants that run with the land as specified in Section 19.

20.7 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 20.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement 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 City Property (less any income derived by the City from the City Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the City 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 Parties or their members; 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 Parties or their members.

The Developer Parties shall be entitled to receive any remaining proceeds up to the amount of each Developer Party's equity investment in the City Property.

SECTION 21. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer Parties represent and warrant that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer Parties, their Affiliates, this Agreement, the City 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 Parties, their Affiliates, 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 Parties, their Affiliates, or any successor in interest or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 22. INDEMNIFICATION.

Each Developer Party agrees to indemnify, defend and hold the City harmless from and against any Losses suffered or incurred by the City arising from or in connection with: (a) the failure of such Developer Party to perform its obligations under this Agreement; (b) the failure of such Developer Party or its Agents or Affiliates to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project (except for liens and claims of lien which such Developer Party is contesting in good faith pursuant to Section 17 hereof); (c) any misrepresentation or omission made by such Developer Party or its Agents or Affiliates; (d) the failure of such Developer Party to redress any misrepresentations or omissions in this Agreement, the DFSS Construction Grant Agreement, the DFSS Operating Grant Agreement or any other agreement relating hereto; and (e) any activity undertaken by such Developer Party or its Agents or Affiliates on the City Property prior to or after the Closing, but excluding any Losses arising from the Off-Site LUST Contamination. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. ENVIRONMENTAL MATTERS.

23.1 "AS IS" SALE. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY HAVE HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE CITY PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE LAND AND BUILDING COMPRISING THE CITY PROPERTY. THE DEVELOPER PARTIES AGREE TO ACCEPT THE CITY PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY OR THE SUITABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR 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 PARTIES AGREE THAT IT IS THEIR SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM THE ON-SITE

REMEDICATION WORK (BUT NOT ANY OF THE OFF-SITE REMEDIATION WORK) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

23.2 Environmental Due Diligence. The Developer Parties hereby represent and warrant to the City that they have performed a Phase I environmental site assessment of the City Property in accordance with the requirements of the ASTM E 1527-05 standard ("Phase I") and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

23.3 Environmental Remediation.

(a) The Developer Parties acknowledge and agree that the environmental assessment of the City Property disclosed the presence of contaminants exceeding residential remediation objectives on the City Property (the "On-Site Contamination") and certain off-site adjacent land. The off-site contamination is associated with Leaking UST Incident Numbers 940628, 980207 and 98254, and affects an alley owned by the City (or over which there is a public right-of-way) adjacent to the City Property and potentially other adjacent land (the "Off-Site LUST Contamination"). Prior to the execution of this Agreement, Greater Southwest enrolled the City Property in the IEPA's SRP Program and obtained a Draft NFR Letter for the City Property. The Draft NFR Letter requires remediation of the Off-Site LUST Contamination (the "Off-Site Remediation Work"), and the City has agreed to undertake such remediation at its sole cost and expense. Notwithstanding anything to the contrary contained in the Draft NFR Letter, the SRP Documents or this Agreement, the Developer Parties shall have no obligation to remediate the Off-Site LUST Contamination. It is expected that the IEPA will issue separate NFR Letters: one covering the On-Site Remediation Work and limited to the land within the boundaries of the City Property (as further defined in Section 2, the "Final On-Site NFR Letter"), and the other covering the Off-Site LUST Contamination and addressing the land outside the boundaries of the City Property (as further defined in Section 2, the "Final Off-Site NFR Letter"). If the IEPA agrees to issue separate NFR Letters, WINGS Metro shall only be obligated to obtain the Final On-Site NFR Letter. If the IEPA does not agree to issue separate NFR Letters, the City and WINGS Metro shall work cooperatively to obtain a Final Combined NFR Letter following WINGS Metro's completion of the On-Site Remediation Work and the City's completion of the Off-Site Remediation Work.

(b) WINGS Metro covenants and agrees to complete the On-Site Remediation Work and diligently pursue a Final On-Site NFR Letter (or, if the IEPA does not issue separate NFR Letters, a Final Combined NFR Letter as it relates to the On-Site Contamination) using all reasonable means. The Developer Parties shall have no obligation to remediate the Off-Site LUST Contamination. The City covenants and agrees to complete the Off-Site Remediation Work and diligently pursue a Final Off-Site NFR Letter (or, if the IEPA does not issue separate NFR Letters, a Final Combined NFR Letter as it relates to the Off-Site LUST Contamination) using all reasonable means. The City shall have the right to review in advance and approve all SRP Documents and any changes thereto, and WINGS Metro's estimate of the cost to perform the On-Site Remediation Work, and Wings Metro shall have reciprocal rights with respect to the Off-Site Remediation Work. WINGS Metro and the City shall cooperate and consult with each other at all relevant times (and in all cases upon either party's request) with respect to environmental matters. WINGS Metro shall bear sole responsibility for all aspects of the On-Site Remediation Work, and the City shall bear sole responsibility for all aspects of the Off-Site Remediation Work.

WINGS Metro and the City shall promptly transmit to the other copies of all Environmental Documents prepared or received with respect to the On-Site Remediation Work or Off-Site Remediation Work (as applicable), including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. WINGS Metro acknowledges and agrees that the City will not issue a Certificate of Completion until WINGS Metro has (i) completed all On-Site Remediation Work in accordance with the Draft NFR Letter and the SRP Documents, and (ii) obtained the Final On-Site NFR Letter, if the IEPA agrees to issue separate NFR Letters. If the IEPA does not agree to issue separate NFR Letters, WINGS Metro shall have no obligation to obtain a Final Combined NFR Letter prior to the issuance of the Certificate of Completion; provided, however, the City and WINGS Metro shall cooperate to obtain the Final Combined NFR Letter promptly after each has completed the remediation work for which it is responsible hereunder.

(c) The City shall reimburse WINGS Metro in the amount of \$_____ for costs incurred prior to the date hereof in investigating the Off-Site LUST Contamination. The specific costs incurred are set forth in Exhibit D attached hereto.

23.4 Release and Indemnification. The Developer Parties, on behalf of themselves, their Affiliates and the respective officers, directors, employees, Agents, successors, and assigns of the Developer Parties and their Affiliates (collectively, the "Releasing Parties"), hereby release, relinquish and forever discharge the City, and its officers, employees and Agents (collectively, the "City Parties") from and against any and all Losses which the Releasing Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the City Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances, excluding claims arising from the Off-Site LUST Contamination; (b) the structural, physical or environmental condition of the City Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the City Property or the migration of Hazardous Substances from or to other property, excluding claims arising from the Off-Site LUST Contamination; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, excluding claims arising from the Off-Site LUST Contamination, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon, excluding claims arising from the Off-Site LUST Contamination (clauses (a) through (d) above being collectively referred to herein as the "Released Claims"). Furthermore, the Developer Parties shall defend, indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims, excluding claims arising from the Off-Site LUST Contamination.

23.5 Release Runs with the Land. The covenant of release in Section 23.4 with respect to the Released Claims shall run with the City Property, and shall be binding upon all successors and assigns of the Developer Parties with respect to the City Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Property under or through the Developer Parties or their Affiliates following the date of the Deed. The Developer Parties

acknowledge and agree that the foregoing covenant of release with respect to the Released Claims constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the City Property to GSDC, for immediate reconveyance to WINGS Metro, for \$1.00. It is expressly agreed and understood by and between the Developer Parties and the City that, should any future obligation of the Developer Parties or the Releasing Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the City Property, except as otherwise provided in this Section 23, neither the Developer Parties nor the Releasing Parties will assert that those obligations must be satisfied in whole or in part by the City because this Section 23 contains a full, complete and final release of all such Released Claims.

23.6 Survival. This Section 23 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 24. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

24.1 Employment Opportunity. WINGS Metro agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of WINGS Metro operating on the City Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither WINGS Metro nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, 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, as amended from time to time (the "Human Rights Ordinance"). WINGS Metro 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. WINGS Metro and each Employer agrees 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, WINGS Metro 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, WINGS Metro and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) 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) WINGS Metro 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), both as amended from time to time, and any regulations promulgated thereunder.

(d) WINGS Metro, in order to demonstrate compliance with the terms of this Section 24.1, 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) WINGS Metro 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 City 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 24.1 shall be a basis for the City to pursue remedies against WINGS Metro under the provisions of Section 20.

24.2 City Resident Employment Requirement.

(a) WINGS Metro agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, WINGS Metro 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 (at least fifty percent); provided, however, that in addition to complying with this percentage, WINGS Metro 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) WINGS Metro 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 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) WINGS Metro 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. WINGS Metro and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) WINGS Metro 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 WINGS Metro or the Employer hired the employee should be written in after the employee's name.

(f) WINGS Metro 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. WINGS Metro 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, WINGS Metro 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 WINGS Metro 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 24.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that WINGS Metro or an Employer failed to ensure the fulfillment of the requirements of this Section 24.2 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 24.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 20.3, 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 WINGS Metro 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 WINGS Metro and/or the other 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) WINGS Metro shall cause or require the provisions of this Section 24.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

24.3 WINGS Metro's MBE/WBE Commitment. WINGS Metro 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 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 (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (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 24.3, during the course of construction 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 24.3 only:

(i) WINGS Metro (and any party to whom a contract is let by WINGS Metro in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by WINGS Metro 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, 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, WINGS Metro's MBE/WBE commitment may be achieved in part by WINGS Metro's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by WINGS Metro) 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 WINGS Metro 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 WINGS Metro's MBE/WBE commitment as described in this Section 24.3. In accordance with Section 2-92-730, Municipal Code, WINGS Metro shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) WINGS Metro 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 WINGS Metro 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 WINGS Metro's compliance with this MBE/WBE commitment. WINGS Metro 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 WINGS Metro, on prior notice of at least five (5) business days, to allow the City to review WINGS Metro'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, WINGS Metro 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, as applicable.

(f) Any reduction or waiver of WINGS Metro's MBE/WBE commitment as described in this Section 24.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

24.4 Pre-Construction Conference and Post-Closing Compliance Requirements. WINGS Metro and WINGS Metro's general contractor and all major subcontractors have met with DPD monitoring staff regarding compliance with all Section 24 requirements. During this pre-construction meeting, WINGS Metro presented its plan to achieve its obligations under this Section 24, the sufficiency of which the City's monitoring staff approved as a precondition to the Closing. During the construction of the Project, WINGS Metro shall submit all documentation required by this Section 24 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 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 WINGS Metro is not complying with its obligations under this Section 24, shall, upon the delivery of written notice to WINGS Metro, 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 WINGS Metro to halt construction of the Project, (y) withhold any further payment of any City funds to WINGS Metro or the general contractor, or (z) seek any other remedies against WINGS Metro available at law or in equity.

SECTION 25. REPRESENTATIONS AND WARRANTIES.

25.1 Representations and Warranties of the Developer Parties. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer Parties represent, warrant and covenant to the City that the following are true, accurate and complete in all respects:

(a) Each Developer Party is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business as described in its operating agreement and to execute and deliver, and to consummate the transactions contemplated by, this Agreement, and the persons signing this Agreement on behalf of each Developer Party have the authority to do so.

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

(c) Each Developer Party'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, any other agreement to which it, or any party affiliated with it, is a party or by which it or the City Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against any Developer Party (or any legal entity holding an interest in any Developer Party), by or before any court, governmental commission, board, bureau or any other administrative agency, and no Developer Party knows of any facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect its ability to perform its obligations hereunder; or (ii) materially affect its operation or financial condition.

(e) Each Developer Party (and any legal entity holding an interest in any Developer Party) is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature.

(f) Each Developer Party (and any legal entity holding an interest in any Developer Party) has and shall maintain all Governmental Approvals (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(g) No Developer Party (nor any legal entity holding an interest in any Developer Party) is in default with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which it is a party or by which it is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the City Property.

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

25.3 Survival of Representations and Warranties. The City and each Developer Party agrees that all warranties, representations, covenants and agreements contained in this Section 25 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and be in effect throughout the term of the Agreement.

SECTION 26. NOTICES.

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; (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 and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Attn: Christopher Jang

and

City of Chicago
Department of Family and Support Services
1615 W. Chicago Avenue, 5th Floor
Chicago, IL 60622-5127
Attn: Jennifer Welch

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 GSDC: Greater Southwest Development Corporation
2601 West 63rd Street
Chicago, Illinois 60629
Attn: Executive Director

With a copy to: DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293
Attn: Elizabeth Friedgut

If to WMI: WM Initiatives LLC
P.O. Box 95615
Palatine, Illinois 60095
Attn: Executive Director

With a copy to: Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Attn: Ronald B. Grais

If to WINGS Metro: c/o Greater Southwest Development Corporation
2601 West 63rd Street
Chicago, Illinois 60629
Attn: Manager

With a copy to: DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293
Attn: Elizabeth Friedgut

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, respectively, provided that such facsimile 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 26 shall constitute delivery.

SECTION 27. BUSINESS RELATIONSHIPS.

Each Developer Party acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code, (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 defined in Section 2-156-080 of the Municipal Code), 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. Each Developer Party hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 28. PATRIOT ACT CERTIFICATION.

Each Developer Party represents and warrants that neither it nor any Affiliate 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.

SECTION 29. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

29.1 Each Developer Party agrees that it, any person or entity who directly or indirectly has an ownership or beneficial interest in it of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, its contractors (i.e., any person or entity in direct contractual privity with it 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 Parties 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 Parties, (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.

29.2 Each Developer Party represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached it, or the date it 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.

29.3 Each Developer Party 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.

29.4 Each Developer Party 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. 05-1.

29.5 Notwithstanding anything to the contrary contained herein, each Developer Party agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 29 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 and absolute 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.

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

29.7 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 any Developer Party is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (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, 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, as amended.

SECTION 30. INSPECTOR GENERAL AND LEGISLATIVE 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 Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code. The Developer Parties understand and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

SECTION 31. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, each Developer Party warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer Parties, or their general contractors or subcontractors, whether or not relating to the performance of this

Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer Parties, and their general contractors and subcontractors, to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the eligibility of the Developer Parties for future contract awards.

SECTION 32. 2011 City Hiring Plan Prohibitions.

32.1 The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 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 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

32.2 The Developer Parties are aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer Parties, either as an employee or as a subcontractor, and from directing the Developer Parties to hire an individual as an employee or as a subcontractor. Accordingly, the Developer Parties must follow their own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer Parties under this Agreement are employees or subcontractors of the Developer Parties, 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 the Developer Parties.

32.3 The Developer Parties are aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer Parties, either as an employee or as a subcontractor, and from directing the Developer Parties to hire an individual as an employee or as a Subcontractor. Accordingly, the Developer Parties must follow their own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer Parties under this Agreement are employees or Subcontractors of the Developer Parties, 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 the Developer Parties.

32.4 The Developer Parties will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

32.5 In the event of any communication to any Developer Party by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above,

such Developer Party 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. The Developer Parties will also cooperate with any inquiries by OIG Hiring Oversight.

SECTION 33. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by any Developer Party or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated thereby. The Developer Parties shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 34. MISCELLANEOUS.

The following general provisions govern this Agreement:

34.1 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.

34.2 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.

34.3 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.

34.4 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 benefited by such term.

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

34.6 Force Majeure. Notwithstanding any provision contained herein to the contrary, neither the City nor the Developer Parties shall be considered in breach of its (or their) obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material 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 party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

34.8 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.

34.9 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.

34.10 No Waiver. No waiver by the City with respect to any specific default by any Developer Party shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer Parties, 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.

34.11 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.

34.12 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.

(Signature Page Follows)

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

Lisa Misher
City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
(312) 742-3932

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

By: _____
Andrew J. Mooney
Commissioner of Planning and Development

By: _____
Evelyn Diaz
Commissioner of Family and Support Services

WINGS METRO LLC, an Illinois limited liability company

By: GSDC DV LLC, an Illinois limited liability company,
its Manager

By: Greater Southwest Development Corporation,
an Illinois not-for-profit corporation, its Sole
Member

By: _____
Ghian Foreman
Its Executive Director

GSDC DV LLC, an Illinois limited liability company

By: Greater Southwest Development Corporation, an
Illinois not-for-profit corporation, its Sole Member

By: _____
Ghian Foreman
Its Executive Director

WM INITIATIVES LLC, an Illinois limited liability
company

By: _____
Rebecca Darr
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, and 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 the 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 the municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 201__.

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 Evelyn Diaz, personally known to me to be the Commissioner of the Department of Family and Support Services of the City of Chicago, and 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 the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 201__.

NOTARY PUBLIC

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 Ghian Foreman, the Executive Director of Greater Southwest Development Corporation, an Illinois not-for-profit corporation, the Sole Member of GSDC DV LLC, an Illinois limited liability company, the Manager of WINGS Metro, LLC, an Illinois limited liability company, and 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 he signed and delivered the foregoing instrument pursuant to authority given by WINGS Metro, LLC, as his free and voluntary act and as the free and voluntary act and deed of WINGS Metro, LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 201__.

NOTARY PUBLIC

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 Ghian Foreman, the Executive Director of Greater Southwest Development Corporation, an Illinois not-for-profit corporation, the Sole Member of GSDC DV LLC, an Illinois limited liability company, and 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 he signed and delivered the foregoing instrument pursuant to authority given by GSDC DV LLC, as his free and voluntary act and as the free and voluntary act and deed of GSDC DV LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 201__.

NOTARY PUBLIC

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 Rebecca Darr, the Manager of WM Initiatives 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 she signed and delivered the foregoing instrument pursuant to authority given by WM Initiatives LLC, as her free and voluntary act and as the free and voluntary act and deed of WM Initiatives LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 201__.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 4 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3501-19 WEST 63rd STREET
CHICAGO, ILLINOIS 60629

PERMANENT INDEX NO. 19-23-200-015-0000
19-23-200-016-0000
19-23-200-017-0000
19-23-200-018-0000
19-23-200-019-0000
19-23-200-020-0000

EXHIBIT B

DRAFT NFR LETTER

(Attached as Exhibit B to Ordinance)

EXHIBIT C

APPROVED USES

- Shelter or housing for homeless families, homeless youth, adolescent mothers with children, trafficking victims, veterans, ex-offenders and refugees;
- Group home for youth, recently released offenders, or individuals in recovery;
- Community integrated living arrangements for persons with developmental disabilities; and
- Service center offering case management, mental health services (counseling, psychotherapy, psychiatry) or other human services requiring small private spaces.

EXHIBIT D

LIST OF REIMBURSEMENT COSTS

(To Be Attached)



JOSEPH A. MOORE

ALDERMAN, 49TH WARD
7356 NORTH GREENVIEW AVENUE
CHICAGO, ILLINOIS 60626
TELEPHONE 773-338-5796
ward49@cityofchicago.org
www.ward49.com

**CITY COUNCIL
CITY OF CHICAGO**

COUNCIL CHAMBER

CITY HALL, ROOM 200
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE 312-744-3067

COMMITTEE MEMBERSHIPS

HOUSING AND REAL ESTATE
CHAIRMAN

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND ENVIRONMENTAL PROTECTION

HUMAN RELATIONS

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

June 17, 2015

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 15, 2015, having had under consideration the ordinance introduced by Mayor Rahm Emanuel on May 20, 2015, this being the approval of amendment to a previously passed redevelopment agreement for property located 3501-3519 W 63rd St, begs leave to recommend that Your Honorable Body Approve said ordinance transmitted herewith.

This recommendation was concurred in by a via voce vote of all committee members present with no dissenting votes.

Respectfully submitted,

Joseph A. Moore, Chairman
Committee on Housing and Real Estate

