



City of Chicago



O2023-1641

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/19/2023
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Negotiated sale of vacant City-owned property of 8.3 Acres at 1924 W 46th St to Harvest Food Group, Inc., Harvest Yards LLC for relocation and expansion of frozen food processing and packaging facilities requiring public open space, environmental improvements, public street widening, and parcel remediation
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

April 19, 2023

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the negotiated sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink, reading "Lori E. Lightfoot".

Mayor

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, the City is the owner of the property located at 1924 W. 46th Street, Chicago, Illinois, 60609, consisting of approximately 8.3 acres (360,525 square feet) of vacant land, as legally described on Exhibit A (the "Property"), the boundaries of which are generally depicted on Exhibit B (the "Approved Concept Plans"); and

WHEREAS, the Property is bounded by South Damen Avenue (unimproved) on the west, South Wolcott Avenue on the east, West 46th Street on the south, and private industrial property on the north; and

WHEREAS, the Property is located within the Stockyards Industrial Corridor and City of Chicago Enterprise Zone #2; and

WHEREAS, Harvest Food Group, Inc., an Illinois corporation ("HFG"), operates a frozen foods processing and packaging business at a leased facility at 4412 West 44th Street in Chicago; and

WHEREAS, the principal of HFG has formed Harvest Yards, LLC, an Illinois limited liability company (the "Developer"), for the purpose of acquiring and developing the Property for the relocation and expansion of HFG's business (the "Project"); and

WHEREAS, HFG and Developer submitted a proposal for the Project (the "Proposal") to the Department of Planning and Development ("DPD"), and the Proposal has been revised in consultation with DPD, the Chicago Department of Transportation ("CDOT"), and other divisions of the City, resulting in the Approved Concept Plans for the Project; and

WHEREAS, as reflected in the Approved Concept Plans, the Project's design includes the construction of a tri-temperature warehouse building of approximately 233,000 square feet containing office, freezer/cooler, production, dry storage, and mechanical spaces, approximately 16 dock doors, approximately 150 parking spaces, an underground stormwater detention system, a 30' landscaped setback along South Wolcott Avenue, a 10' landscaped setback along West 46th Street, and associated facilities and improvements

WHEREAS, the landscaped setbacks along South Wolcott Avenue and West 46th Street (the "Buffer Areas") will occupy approximately 0.43 acres (18,810 square feet) or 5.2% of the Property, and will provide passive recreational space for the public; and

WHEREAS, the Developer has agreed to improve and maintain the Buffer Areas with walking paths, benches and murals (the "Open Space Improvements"); and

WHEREAS, an appraisal dated August 24, 2021, determined that the fair market value of a larger site including the Property was \$11.04 per square foot, which, multiplied by the square footage of the Property would be \$3,980,196; and

WHEREAS, the City has determined the actual fair market value of the Property (the "Fair Market Value") is approximately ten percent (10%) below the appraised value because the

appraisal did not take into account the Property's lack of access to improved streets for vehicular ingress or egress, or the requirement that the Project dedicate roughly five percent (5%) of the Property as public open space, among other factors; and

WHEREAS, the Property is located at the border of industrial and residential areas and the Chicago Department of Transportation has agreed to make certain public way improvements (the "Public Way Improvements") in order to minimize commercial traffic on South Wolcott Avenue and West 46th Street for the benefit of the homes and elementary school on the opposite sides of those streets; and

WHEREAS, the Public Way Improvements will include (i) construction of an unimproved segment of Damen Avenue from 45th Street (extended) to 46th Street on the west side of the Property; and (ii) the widening of Damen Avenue from 46th Street to 47th Street to accommodate northbound and southbound vehicular traffic to the Property and to the industrial site located north of the Property; and

WHEREAS, HFG has agreed to make a contribution in the amount of \$1,750,000.00 for the Public Way Improvements (the "Public Improvements Contribution"); and

WHEREAS, the City has agreed to sell the Property to the Developer for \$1.00 (the "Purchase Price") in consideration of the Developer's and HFG's obligations to remediate the Property, construct the Project (including public open space), provide the Public Improvements Contribution, maintain operations at the Property for a minimum compliance period, and retain 250 full-time-equivalent jobs, among other requirements; and

WHEREAS, by Resolution No. 21-043-21, adopted on December 16, 2021, the Chicago Plan Commission approved the sale of the Property to the Developer; and

WHEREAS, public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on February 1, 8, and 15, 2022; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, the City has owned the Property for approximately twenty (20) years; the Property has been exempt from property taxes for such period of time; alternative acquisition and development proposals from other parties were considered during such period but did not come to fruition; and the City has concluded that the Project will provide an appropriate and beneficial reuse of the Property for the City; **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 City Council hereby approves the sale of the Property to the Developer or any successor in interest to the Developer approved under the Redevelopment Agreement (as hereinafter defined) for the Purchase Price. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer or any approved successor in interest to the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"), subject to Revisions (as hereinafter defined). The Commissioner of DPD (the

"Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner in order to facilitate the financing of the Project and the consummation of the transaction contemplated hereby (collectively, "Revisions"), including but not limited to Revisions relating to the allocation of responsibilities and liabilities between HFG and the Developer. The Commissioner or a designee of the Commissioner are also each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such supporting documents as may be reasonably necessary or appropriate to carry out and comply with the provisions of this ordinance, including but not limited to indemnification, releases, affidavits and other documents to remove exceptions from title, and approvals of or consents to transfers of direct and indirect interests in HFG, direct and indirect interests in the Developer, and the Developer's interests in the RDA for the purpose of facilitating the financing of the Project.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer or any successor in interest to the Developer approved under the Redevelopment Agreement, or to a land trust of which the Developer (or its approved successor in interest) is the sole beneficiary, or to an entity of which the Developer (or its approved successor in interest) is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. The Public Improvements Contribution is hereby appropriated to fund the Public Way Improvements.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Attachments: Exhibit A – Legal Description of Property
Exhibit B – Approved Concept Plans
Exhibit C – Redevelopment Agreement

EXHIBIT A

LEGAL DESCRIPTION

(SUBJECT TO FINAL COMMITMENT AND SURVEY)

PARCEL 1A:

ALL OF BLOCK 6 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

346,360 SQ.FT.±, 7.951 ACRES±

PARCEL 1B:

THAT PART OF THE SOUTH 1/2 OF WEST 45TH STREET LYING NORTH AND ADJOINING BLOCK 6 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19,161 SQ.FT.±, 0.440 ACRES±

ADDRESS. 1924 W. 46th Street. Chicago, IL 60609,
PIN: 20-08-40-008

EXHIBIT B

APPROVED CONCEPT PLANS

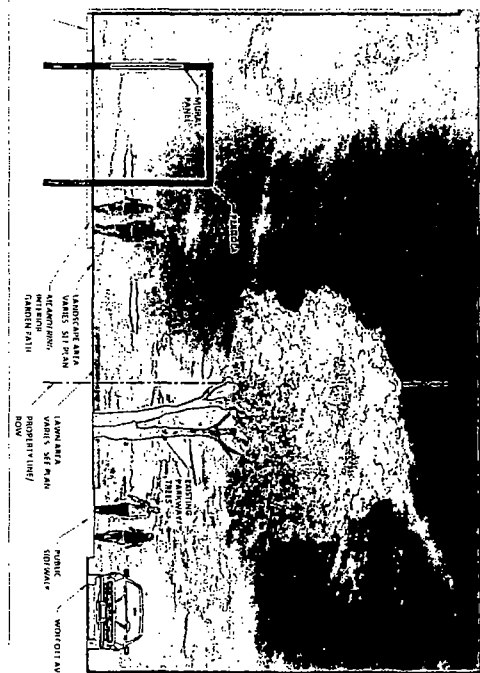
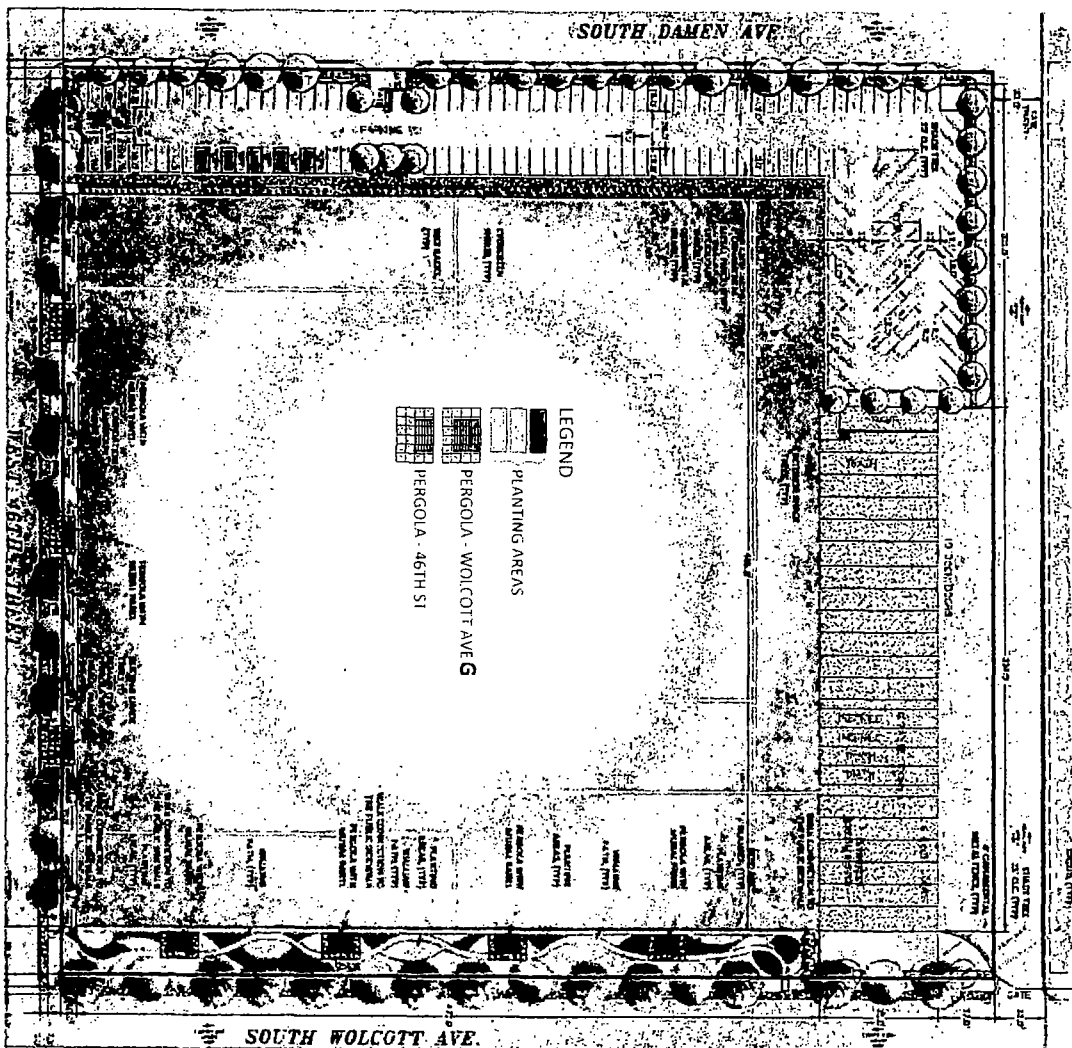
(ATTACHED)

[illegible]

Interior Areas may be rearranged during later phases of design.

- ❖ Other than emergency-vehicle entrance at NE corner, no curb cuts on Wolcott.
(Existing remnant driveways will be eliminated.)
- ❖ No curb cuts on 46th Street.
(Existing remnant driveways will be eliminated.)
- ❖ All loading and unloading will be located on North end of site.
(Current level at Kildore averages 2 trucks per operating hour and 24 per day overall.)
- ❖ All parking will be located on West side of site
(Parking count will exceed zoning minimums.)
- ❖ All Harvest vehicles (cars and trucks) will enter and exit from newly-extended Damen.
- ❖ Seven D1 Construction will be provided with Damen access.
- ❖ Project contributes \$1,750,000 to Damen improvements between 4th and 45th
- ❖ Between 47th and 46th, median will separate homes from commercial traffic.
CDOT and local stakeholders.
- ❖ Supporting signage will be developed with

Concept Landscaping Plan



LANDSCAPE NOTES:

PERGOLA DIMENSIONS ARE TBD. PERGOLAS ALONG WOLF COTT AVE. WILL BE MINIMUM 10'X10'. PERGOLAS ALONG 46TH STREET SHALL BE 6'X10' MINIMUM.

EACH PERIQUILLA WILL HAVE A HEAR (BUILDING-SIDE) PANEL ON WHICH CLIENT MAY PLACE MINERALS, MINERAL DIMENSIONS AND CONTENT WILL BE DEVELOPED WITH LOCAL SCHOOLS, LOCAL ARTISTS, AND OTHER COMMUNITY STAKEHOLDERS.

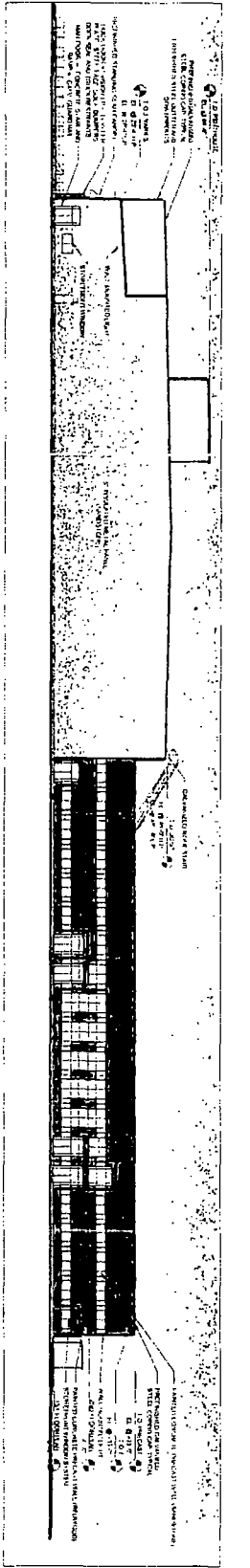
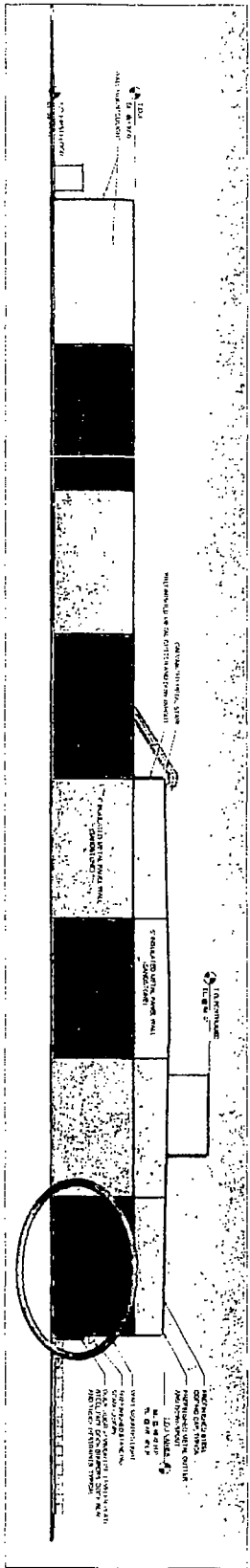
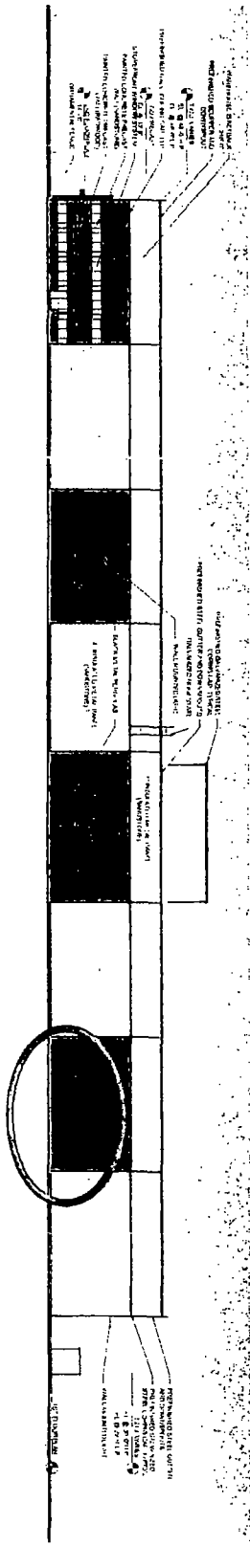
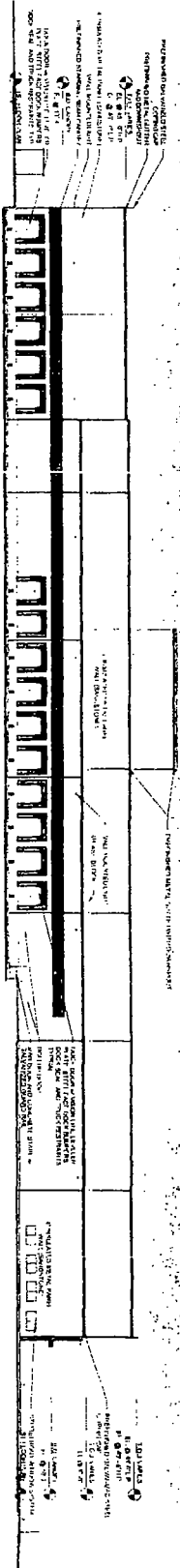
OUTDOOR SEATING FACILITIES WILL BE PROVIDED BENEATH EACH PERGOLA. FINAL DESIGNS FOR OUTDOOR SEATING FACILITIES WILL BE DETERMINED IN CONSULTATION WITH CITY OF CHICAGO MPD (FOR ADA AND OTHER ACCESSIBILITY COMPLIANCE), DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY STAKEHOLDERS, AND THE EPA (RESARGING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS).

FINAL WOOD LOT WALKING PATH LOCATIONS, DIMENSIONS, AND MATERIALS WILL BE DETERMINED IN CONSULTATION WITH CITY OF CHICAGO MOPD FOR ADA AND OTHER ACCESSIBILITY (COMPLIANCE), CDDI AND BUREAU OF FORESTRY TO COORDINATE WITH PUBLIC PARKWAY DESIGN, DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY STAKEHOLDERS, AND THE ILPA (REGARDING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS).

FINAL PLANTING RELOCATIONS, DIMENSIONS, AND PLANT SPECIES WILL BE DETERMINED AFTER CONSULTATIONS WITH CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT, CDOT AND BUREAU OF FORESTRY (TO COORDINATE WITH PUBLIC PARKWAY DESIGN), THE IPCA (REARBRING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS), AND THE SELECTED (IMBE) LANDSCAPING COMPANY.

ALL PLANTING BEDS PROXIMATE TO BUILDING WILL ALSO HAVE TO COMPLY WITH APPLICABLE FDA REGULATIONS.

Approved Concept Plans - Project Veritas by Harvest Food Group and Harvest Yards



NOTE: EXACT PERGOLA LOCATIONS AND DIMENSIONS ARE TBD. EACH WILL BE NO SMALLER THAN 10'x10' AND DESIGNED FOR OUTWARD-FACING MURALS.

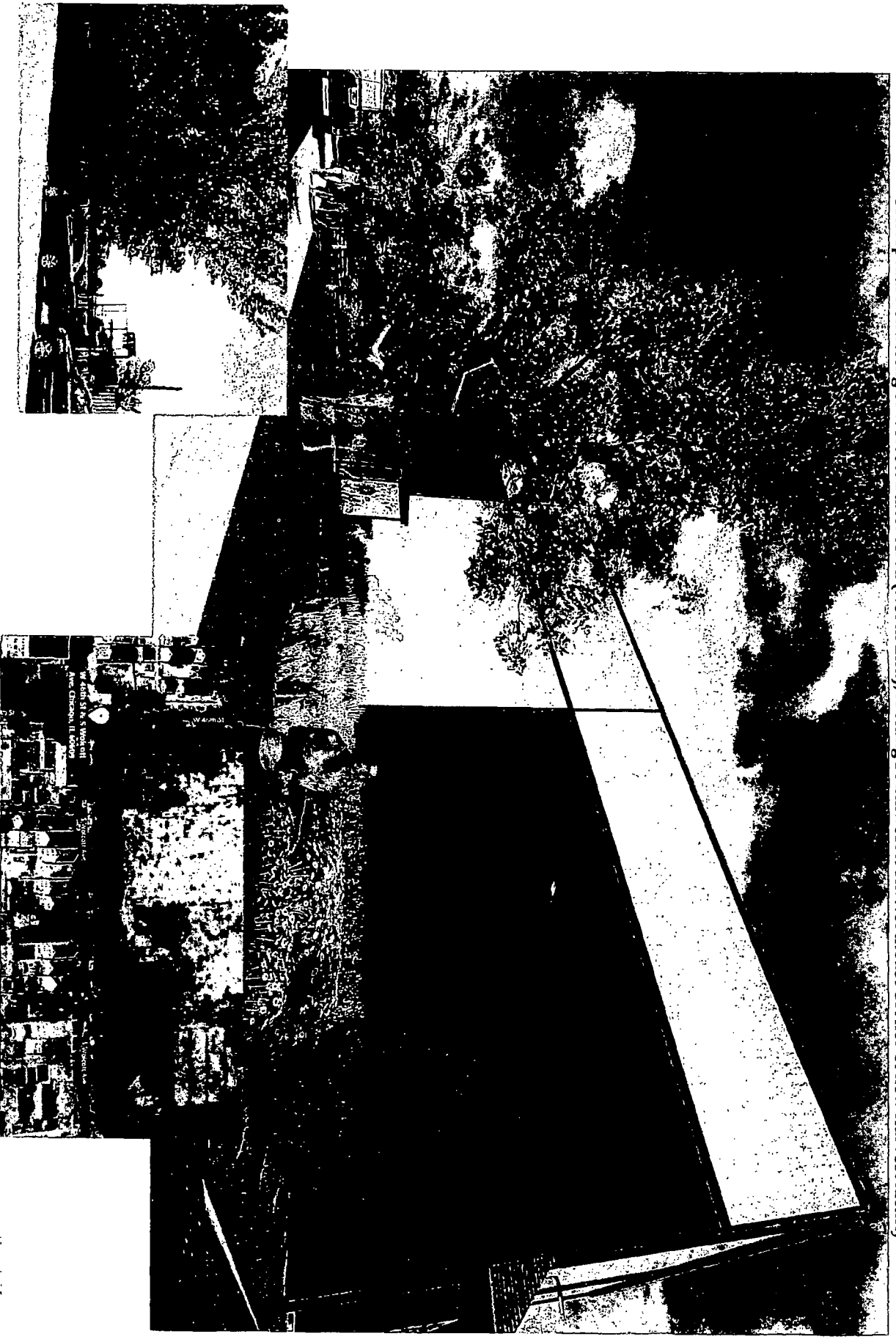
Approved Concept Plans - Project Veritas by Harvest Food Group and Harvest Yards

Inspiration Images for Pergolas, Outdoor Seating, Murals, and Walking Path



Approved Concept Plans - Project Veritas by Harvest Food Group and Harvest Yards

Conceptual Rendering of Wolcott Buffer Area (North End), Looking Southwest from Northeast Corner of new Harvest facility



Approved Concept Plans - Project Veritas by Harvest Food Group and Harvest Yards

Conceptual Rendering of Wolcott and 46th Street Buffer Areas, looking Northwest from Southeast Corner



Approved Concept Plans - Project Veritas by Harvest Food Group and Harvest Yards

Enlargements of Pergolas with Murals shown
in Conceptual Renderings.



LANDSCAPE NOTES:

PERGOLA DIMENSIONS ARE 18'0" PERGOLAS ALONG WOLCOTT AVE. WILL BE MINIMUM 10'X10' PERGOLAS ALONG 46TH STREET SHALL BE 6'X10' MINIMUM

EACH PERGOLA WILL HAVE A REAR (BUILDING-SIDE) PANEL ON WHICH CLIENT MAY PLACE MURALS. MURAL DIMENSIONS AND CONTENT WILL BE DEVELOPED WITH LOCAL SCHOOLS, LOCAL ARTISTS, AND OTHER COMMUNITY STAKEHOLDERS

OUTDOOR SEATING FACILITIES WILL BE PROVIDED BENEATH EACH PERGOLA. FINAL DESIGNS FOR OUTDOOR SEATING FACILITIES WILL BE DETERMINED IN CONSULTATION WITH CITY OF CHICAGO MOPD (FOR ADA AND OTHER ACCESSIBILITY COMPLIANCE), DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY STAKEHOLDERS, AND THE IEPA (REGARDING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS).

FINAL WOLCOTT WALKING PATH LOCATIONS, DIMENSIONS AND MATERIALS WILL BE DETERMINED IN CONSULTATION WITH CITY OF CHICAGO MOPD (FOR ADA AND OTHER ACCESSIBILITY COMPLIANCE), CDOT AND BUREAU OF FORESTRY (TO COORDINATE WITH PUBLIC PARKWAY DESIGN), DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY STAKEHOLDERS, AND THE IEPA (REGARDING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS).

FINAL PLANTING BID LOCATIONS, DIMENSIONS, AND PLANT SPECIES WILL BE DETERMINED AFTER CONSULTATIONS WITH CITY OF CHICAGO DEPARTMENT OF PLANNING, AND DEVELOPMENT, CDOT AND BUREAU OF FORESTRY (TO COORDINATE WITH PUBLIC PARKWAY DESIGN), THE IEPA (REGARDING POST-REMEDIATION SOIL CONDITIONS AND DEPTHS), AND THE SELECTED (MBE) LANDSCAPING COMPANY.

ALL PLANTING BEDS PROXIMATE TO BUILDING WILL ALSO HAVE TO COMPLY WITH APPLICABLE ADA REGULATIONS.

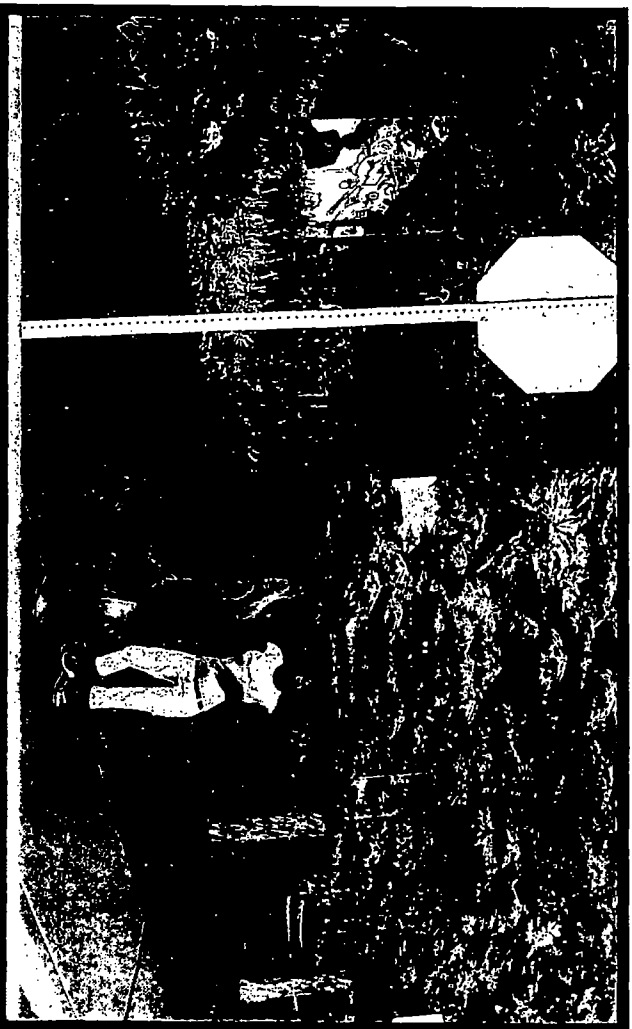


EXHIBIT C
REDEVELOPMENT AGREEMENT

(ATTACHED)

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

City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

(The Above Space for Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** (this "Agreement") is made on or as of _____, 2023, by and among: (i) the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, (ii) Harvest Food Group, Inc., an Illinois corporation ("HFG"), and (iii) Harvest Yards, LLC, an Illinois limited liability company (the "Developer").

RECITALS

WHEREAS, the City owns the property located at 1924 W. 46th Street, Chicago, Illinois, 60609, consisting of approximately 8.3 acres (360,525 square feet) of vacant land, as legally described on Exhibit A (the "Property"), and

WHEREAS, the Property is bounded by South Damen Avenue (unimproved) on the west, South Wolcott Avenue on the east, West 46th Street on the south, and private industrial property on the north; and

WHEREAS, the Property is zoned C3-2 and is located within the Stockyards Industrial Corridor; and

WHEREAS, HFG operates a frozen foods processing and packaging business at a leased facility at 4412 West 44th Street, Chicago, Illinois (the "Kildare Facility"); and

WHEREAS, HFG submitted a proposal to DPD to acquire the Property for the relocation and expansion of its business; and

WHEREAS, the HFG proposal includes the construction of public and private improvements; and

WHEREAS, the private component of the HFG proposal includes the construction of a tri-temperature warehouse building containing approximately 233,000 square feet as depicted on Exhibit B (the "Approved Concept Plans"), containing office, freezer/cooler, production, dry storage, and mechanical spaces, approximately 16 dock doors, approximately 150 parking spaces, an underground stormwater detention system, a 30' landscaped setback along South Wolcott Avenue, a 10' landscaped setback along West 46th Street, and associated facilities and improvements (collectively, the "Project"); and

WHEREAS, the landscaped setbacks will occupy approximately 0.43 acres (18,810 square feet) or 5.2% of the Property (the "Buffer Areas"), and will provide passive recreational space for the public; and

WHEREAS, the Developer has agreed to improve and maintain the Buffer Areas with walking paths, benches and murals (the "Open Space Improvements"); and

WHEREAS, the Developer will be required to install an underground stormwater management system on the Property due in part to the use of the Buffer Areas for public open space; and

WHEREAS, the Developer will be required to install an Engineered Barrier (as hereafter defined) on those portions of the Buffer Areas as shown on Exhibit C due in part to the use of the Buffer Areas for public open space; and

WHEREAS, the public component of the HFG proposal includes the contribution of \$1,750,000.00 (the "Public Improvements Contribution") for (i) construction of an unimproved segment of Damen Avenue from 45th Street (extended) to 46th Street on the west side of the Property within 24 months from the Effective Date; (ii) the widening of Damen Avenue from 46th Street to 47th Street to accommodate northbound and southbound vehicular traffic to the Property and to the industrial site located north of the Property within 24 months from the Effective Date (collectively, the "Minimum Public Improvements"); and (iii) other public improvements unrelated to the Project; and

WHEREAS, the Minimum Public Improvements will minimize commercial traffic on South Wolcott Avenue and West 46th Street for the benefit of the homes and elementary school on the opposite sides of those streets, and

WHEREAS, an appraisal dated August 24, 2021, determined that the fair market value of an 11.4-acre site including the Property and other lands owned by the City or dedicated as right-of-way, taken as a whole, was \$11.04 per square foot, which, multiplied by the square footage of the Property would be \$3,980,196; and

WHEREAS, the City has determined the actual fair market value of the Property (the "Fair Market Value") is approximately ten percent (10%) below the appraised value because the appraisal did not take into account the smaller size of the Property, the Property's lack of access to improved streets for vehicular ingress or egress, or the requirement that the Project dedicate roughly five percent (5%) of the Property as public open space; and

WHEREAS, the appraisal assumes the Property has no adverse environmental conditions; and

WHEREAS, the Property is contaminated from past industrial uses, and this Agreement requires the Developer to remediate the site and obtain a comprehensive No Further Remediation letter from the Illinois Environmental Protection Agency approving the use of the Property for the construction, development and operation of the Project; and

WHEREAS, the costs of remediating the Property, installing an underground stormwater management system, and installing the Open Space Improvements will increase the costs of the Project; and

WHEREAS, the estimated cost of the Project in total is approximately \$60 million, not including moving and equipment costs; and

WHEREAS, the Developer intends to lease the Property to HFG for a term of no less than fifteen (15) years, and will finance the Project with (i) direct and indirect financing obtained by or through current or future members of the Developer ("Equity Financing"), and (ii) one or more private construction loans (collectively the "Construction Loans"); and

WHEREAS, the City has agreed to sell the Property to the Developer for \$1.00 (the "Purchase Price") in consideration of the Developer's and HFG's obligations to remediate the Property, construct the Project (including public open space), provide the Public Improvements Contribution, maintain operations at the Property for a minimum compliance period, and retain 250 full-time-equivalent jobs, among other requirements; and

WHEREAS, the City Council of the City (the "City Council"), pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer or (subject to DPD approval) its nominee, subject to the execution, delivery and recording 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.

2.1 Defined Terms For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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 shared ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or the Developer's contractors or Affiliates.

"Agreement" is defined in the recitals.

"AIS" means the City's Department of Assets, Information and Services, and any successor department thereto.

"Appraised Value" is defined in the recitals.

"Approved Concept Plans" is defined in the recitals.

"Architect" means UISC, LLC, d/b/a United Insulated Structures, acting in the capacity as a design-builder, or such other Architect approved in writing by the Developer, HFG and DPD.

"Bridge Financing" means (i) the Construction Loans and (ii) any Equity Financing that is directly or indirectly contributed to or invested in or with Developer by any one or more of its members prior to the issuance of the Certificate of Completion.

"Budget" is defined in Section 9.

"Buffer Areas" is defined in the recitals.

"Bundle" is defined in Section 27.7.

"Certificate of Completion" is defined in Section 14.1.

"Certificate of Occupancy Date" means the date on which the Project receives its Certificate of Occupancy.

"City" is defined in the preamble to this Agreement.

"City Contract" is defined in Section 24.1(a).

"Class 6(B) Redevelopment Agreement" is defined in Section 5.2.

"Closing" is defined in Section 3.

"Closing Date" is defined in Section 5.1.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Compliance Period" means the longer of (a) a period of ten (10) years beginning on the date the Certificate of Completion is issued, and (b) a period of eight (8) years beginning on the Operations Commencement Date, in each case excluding any period of time that an Event of Default exists under this Agreement.

"Construction Loans" is defined in the recitals.

"Construction Program" is defined in Section 23.3(a).

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7.

"Deed" is defined in Section 6.1.

"Developer" is defined in the preamble to this Agreement.

"Developer Party(ies)" is defined in Section 22.5

"DPD" is defined in the preamble to this Agreement.

"Domestic Partners" is defined in Section 27.7.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

"Effective Date" means the date upon which this Agreement has been both (a) fully-executed, and (b) delivered to the Developer.

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

"Environmental Laws" means 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. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"), 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.

"Employer(s)" is defined in Section 23.1.

"Equity Financing" is defined in the recitals.

"Engineered Barrier" means 3 feet of clean fill material or 1.5 feet of clean fill material underlain with geotextile.

"Event of Default" is defined in Section 19.2.

"Fair Market Value" is defined in the recitals.

"Final NFR Letter" means a final comprehensive "No Further Remediation" letter issued by the IEPA that (i) approves the use of the Property for the construction, development and operation of the Project in accordance with the terms and conditions of the SRP Documents, as amended or supplemented from time to time; and (ii) states that the Property meets TACO remediation objectives for industrial/commercial end use and the construction worker exposure route as set forth in 35 Ill. Admin. Code Part 742. The Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended; revised or supplemented from time to time with the prior written approval of the City, not to be unreasonably withheld. It is hereby acknowledged that DPD has reviewed the parking lot design in the Approved Concept Plans and understands that the Developer intends to provide landscaping within the Buffer Areas in lieu of additional interior or exterior parking lot landscaping.

"Foreclosure" means the succession by a Lender providing Lender Financing or any Refinancing to the interest of the Developer in the Property or any portion thereof pursuant to the exercise of remedies under a Permitted Mortgage, whether by foreclosure or proceeding in lieu of foreclosure or otherwise. For the avoidance of doubt, a Foreclosure does not include any subsequent Sale (or sale) of the Property by a Lender following such Foreclosure.

"Full-Time Equivalent Employee" or "FTE" means an employee of HFG who is employed in a permanent position at least 35 hours per week at the Project or the Kildare Facility during the applicable time period (or, with respect to job shares or similar work arrangements, multiple employees who, in the aggregate work at least 35 hours per week, at the Project or the Kildare Facility), including persons engaged or employed by HFG utilizing one or more third-party intermediaries.

"General Contractor" means UISC, LLC, d/b/a United Insulated Structures, acting in the capacity as a design-builder, or such other General Contractor approved in writing by DPD, DPD's approval thereof not to be unreasonably withheld, conditioned or delayed.

"Governmental Approvals" is defined in Section 8.

"Hazardous Substances" means and includes: (i) a characteristic waste, which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (ii) any other material, substance or waste that must be removed according to 35 Ill. Admin. Code 742.305, and (iii) any underground storage tanks ("USTs") and related petroleum or otherwise contaminated soils limited only to (x) material exceeding soil attenuation/saturation limits or (y) material meeting RCRA hazardous waste criteria.

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"Indemnified Party(ies)" is defined in Section 21.

"Insider Party" means an individual or entity that is eligible to do business with the City and is one or more of the following: (i) a shareholder, partner, or member of the Developer or HFG as of the Closing Date; (ii) an Affiliate, spouse or issue, or an entity solely controlled by an Affiliate, spouse and/or issue, of any shareholder, partner, or member of the Developer or HFG; (iii) the trustee of a testamentary trust for the benefit of the spouse and/or issue of any shareholder, partner, or member of the Developer or HFG that succeeded to such interest upon death, divorce, or legal separation; or (iv) an entity owned by any one or more shareholders, partners, or members of the Developer and their spouse and/or issues.

"Jobs Certificate" means an annual certified employment report, setting forth the actual number of FTEs in existence at the Project or the Kildare Facility during the preceding year. The Jobs Certificate shall be in the form attached hereto as Exhibit D. The Jobs Certificate shall include the names and titles of FTEs at the Project and the Kildare Facility as of the end of the compliance year. For each FTE that is vacant as of the end of a compliance year, HFG shall list the name of the person that previously held the position and the date the position became vacant, and provide evidence satisfactory to the City that HFG is actively seeking to fill the vacant position.

"Jobs Retention Covenant" is defined in Section 15.3.

"Kildare Facility" is defined in the recitals.

"Land Write-down" means the difference between the Fair Market Value and the Public Improvements Contribution, *i.e.*, (\$3,980,196 x 90%) less \$1,750,000.00.

"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.

"Lease" means a lease of the Property from Developer to HFG as approved by the City pursuant to Section 10.3 hereof.

"Lender(s)" means any provider of equity and debt financing used to undertake, construct and furnish the Project.

"Lender Financing" means funds borrowed by the Developer or HFG from Lenders to pay for the Project, including, without limitation, any Construction Loans or funds involving Equity Financing.

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs)

"Mayor" is defined in Section 27.1.

"MBE/WBE Program" is defined in Section 23.3(a).

"Minimum Project Investment" mean \$60,000,000 in total costs for construction of the Project, not including moving costs and equipment, subject to Section 11.1(b) of this Agreement.

"Minimum Public Improvements" is defined in the recitals.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"New Mortgage" means any mortgage or deed of trust that the Developer or HFG may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof.

"OIG" is defined in Section 30.4.

"Open Space Improvements" is defined in the recitals.

"Operating Covenant" is defined in Section 15.2.

"Operations Commencement Date" means the date on which HFG commences operations of the Permitted Use in the facility on the Property or a portion thereof. It is acknowledged and agreed that HFG is expected to be operating partly at the Property and partly at its existing Kildare Facility for the period of time commencing on the Operations Commencement Date and concluding when all operations have been terminated at the Kildare Facility and moved to the Property.

"Other Contract" is defined in Section 27.7.

"Outside Closing Date" is defined in Section 5.1.

"Owners" is defined in Section 27.1.

"Performance Deposit" is defined in Section 4.

"Permitted Mortgage" means all mortgages or deeds of trust securing the Lender Financing and any (a) New Mortgage put in place as part of a Permitted Transaction following the issuance of the Certificate of Completion, (b) New Mortgage put in place as part of a Refinancing following the issuance of a Certificate of Completion (if the principal amount secured thereby does not exceed the greater of ninety percent (90%) loan to value or one hundred and twenty-five percent (125%) of the aggregate outstanding principal balance of the Lender Financing immediately prior to such Refinancing, plus reasonable and customary closing costs of such Refinancing, or (c) any other New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City

"Permitted Transaction" means a transaction that would otherwise constitute a Sale or Refinancing, hereunder, but (i) only transfers interests among members of the Developer and/or Affiliates of Developer, and/or to HFG or Affiliates of HFG; (ii) admits additional members of the Developer and/or Affiliates of Developer to increase the overall equity available for the Project, (iii) replaces or repays, in whole or part, any one or more sources of Bridge Financing for the Project, (iv) is debt financing secured by a Permitted Mortgage; (v) is a transfer of interests in

Developer or HFG mandated by statute; or (vi) is a transfer of interests in Developer or HFG to an Insider Party. For the avoidance of doubt, the Lease shall be a Permitted Transaction and any amendment or termination of the Lease shall be a Permitted Transaction so long as: (i) the subject transaction does not assign HFG's covenants hereunder, in whole or part, without the prior written consent of DPD; and (ii) HFG (or its applicable successor or assignee hereunder) leases and occupies all portions of the Property as are necessary to perform both the Operating Covenant and Jobs Retention Covenant.

"Permitted Use" means limited and general manufacturing, production, and industrial services; warehousing, wholesaling, and freight movement, including without limitation cold storage and warehouse and distribution facilities, and such other accessory and similar operations as are related to the foregoing and allowable under applicable Laws.

"Phase I ESA" is defined in Section 22.2(a).

"Phase II ESA" is defined in Section 22.2(a).

"Political Fundraising Committee" is defined in Section 27.7.

"Procurement Program" is defined in Section 23.3(a)

"Project" is defined in the recitals.

"Project Ordinance" is defined in the recitals.

"Proof of Financing" is defined in Section 9.

"Property" is defined in the recitals.

"Purchase Price" is defined in the recitals.

"RAP Approval Letter" is defined in Section 22.2(a).

"RECs" is defined in Section 22.2(a).

"Refinancing" is defined in Section 16.2.

"Released Claims" is defined in Section 22.5.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment, planning, application, and other activities necessary to obtain a RAP Approval Letter for the Property and a Final NFR Letter for the Property in accordance with the terms and conditions of the RAP Approval Letter for the Property, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws

"Sale" is defined in Section 16.1.

"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, as amended or supplemented from time to time, including, without limitation, the Site Investigation Report and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either Party pursuant to Section 23.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing).

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

"Title Commitment" is defined in Section 7.1.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement as an encumbrance against the Property prior to any mortgage or other lien on the Property with respect to any Lender Financing for the Project.

"USTs" is defined in Section 22.3.

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE AND PUBLIC IMPROVEMENTS.

3.1 Purchase Price. The City hereby agrees to sell and the Developer hereby agrees to purchase the Property upon and subject to the terms and conditions of this Agreement for the Purchase Price and remittance of the Public Improvements Contribution, which will be paid by the Developer to the City at the closing of this transaction (the "Closing"). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

3.2 Public Improvements Costs. The City agrees to fund the Minimum Public Improvements to the extent the cost thereof exceeds the Public Improvements Contribution, with it being expressly understood and agreed that Developer shall have no obligation to fund any amounts in excess on account of the Public Improvements Contribution.

3.3 Timely Completion of the Minimum Public Improvements. The City agrees to complete the Minimum Public Improvements as follows: (i) construction of an unimproved segment of Damen Avenue from 45th Street (extended) to 46th Street on the west side of the Property within 24 months from the Effective Date; (ii) the widening of Damen Avenue from 46th Street to 47th Street to accommodate northbound and southbound vehicular traffic to the Property and to the industrial site located north of the Property within 24 months from the Effective Date. Further, the City shall (a) allow access to the Project via the Damen Avenue right-of-way throughout the construction of the Minimum Public Improvements and Project (subject to reasonable coordination between the City and General Contractor), and (b) issue a Certificate of Completion when the Project has been completed in accordance with this Agreement such that the lack of completion of the improvements to Damen Avenue shall not impact or delay the ability to use and operate the Property for the Permitted Uses.

SECTION 4. PERFORMANCE DEPOSIT.

At the Closing the Developer shall deposit with the City the amount of \$199,010 as security for the performance of its obligations under this Agreement (the "Performance Deposit"), which amount the City will retain until the City issues the Certificate of Completion. Upon the Developer's receipt of the Certificate of Completion, the Developer shall submit a written request for a return of the Performance Deposit, and the City will return the Performance Deposit within ninety (90) days of receiving such request. The City will pay no interest to the Developer on the Performance Deposit.

SECTION 5. CLOSING.

5.1 Location and Deadline. The Closing shall take place at the downtown offices of the Title Company within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, except to the extent DPD, in its sole discretion, has waived such conditions (the "Closing Date"); provided, however, the deadline for satisfaction of the conditions precedent under Section 10 and for Closing is eighteen (18) months from the adoption of the Project Ordinance (the "Outside Closing Date"), unless the Commissioner of DPD, in the Commissioner's sole discretion, extends such Outside Closing Date by up to six (6) months.

5.2 Conditions Precedent for Developer. Developer shall have no obligation to acquire the Property or undertake the Project if:

(a) the City and Cook County have not approved the Class 6(B) property incentive under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment and the associated redevelopment agreement under Section 2-45-160 of the Municipal Code (the "Class 6(B) Redevelopment Agreement");

(b) the City has not, on or before the Closing Date:

(i) delivered to the Title Company the Deed (as defined in Section 6.1), all necessary state, county and municipal real estate transfer tax declarations, a full payment water certificate, and an ALTA statement;

(ii) cleared all taxes and special assessments under Section 7.2;

(iii) executed the Class 6(B) Redevelopment Agreement;

(iv) caused the Property to be secured at its perimeter and free of all vehicles, equipment, structures, tenancies, and occupants on the Closing Date;

(v) approved the Budget and Final Plans hereunder;

(vi) approved all plans and budgets and executed all contracts necessary for the commencement and completion of the Minimum Public Improvements; or

(vii) issued any Governmental Approvals to be issued by the City that are necessary for the Project,

(c) the sources of Lender Financing are not satisfied with the condition of title to the Property to be delivered at Closing, including but not limited to the availability of access, zoning and utility endorsements; or

(d) the RAP Approval Letter has not been issued.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(a) the standard exceptions in an ALTA title insurance policy;

(b) general real estate taxes and any special assessments or other taxes;

(c) all easements, encroachments, covenants and restrictions of record and not shown of record;

(d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed in a form acceptable to the City to be held in trust. The Developer acknowledges and agrees 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 in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than thirty (30) days before the Closing, the Developer shall obtain an updated commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements it or the sources of Lender Financing deem necessary.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer has obtained a survey of the Property at its sole cost and expense and provided a copy of said survey to the City. In the event the Developer obtains any updated surveys of the Property prior to the Closing, the Developer shall provide copies thereof to the City.

SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project no later than six (6) months after the later of (i) passage and approval of the Project Ordinance; and (ii) issuance of the RAP Approval Letter, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence, which period of time shall be subject to extension on account of Force Majeure, as hereinafter defined. Notwithstanding the foregoing, if Developer elects to apply for the Governmental Approvals earlier, the City shall

cooperate with Developer in the submittal of such applications, including, through the execution of authorizations required to be signed by the owner of the Property.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing estimated total costs for the construction of the Project in the amount of approximately \$60 million, not including moving costs and equipment. The Developer hereby certifies to the City that the preliminary budget is true, correct and complete in all material respects as of the date furnished. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD for approval a final project budget ("Budget") and proof reasonably acceptable to the City that the Developer has debt and Lender Financing in amounts adequate to complete the Project and to satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing. The Budget also shall set forth the estimated Project hard construction costs and related soft costs and the associated categories and estimated expenditures for purposes of Section 23.3. Without limiting the foregoing, both HFG and the Developer acknowledge and agree that it will use commercially reasonable efforts to have at least ten percent (10%) common ownership between the Developer and HFG.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below.

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On or before the Closing Date, the Developer shall close all Lender Financing in accordance with the Proof of Financing and be in a position to promptly commence construction of the Project

10.3 Lease. The Developer has submitted to DPD, and DPD has approved, the Lease. On or prior to the Closing Date, the Developer and HFG shall execute the Lease

10.4 Subordination of Lender Financing. The Developer has provided to the Corporation Counsel written acknowledgment from any Lender that this Agreement shall be recorded prior to any mortgage or other lien against the Property related to any Lender Financing.

10.5 Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Final Plans for the Project in accordance with the provisions of Section 11.1 hereof.

10.6 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct the Project and has submitted evidence thereof to DPD.

10.7 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as

the named insured. The Title Policy to be issued after the Closing Date shall be dated as of the Closing Date and shall evidence the recording of this Agreement.

10.8 Survey. The Developer has furnished the City with copies of any surveys prepared for the Property.

10.9 Insurance. The Developer has submitted to the City, and the City has approved, evidence of liability and property insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion. With respect to property insurance, the City will accept either a 2003 ACORD 28 form, or a 2006 ACORD 28 form with a policy endorsement showing the City as a loss payee (subject to the prior rights of any first mortgagee). With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

10.10 Legal Opinion. The Developer and HFG have each submitted to the Corporation Counsel, and the Corporation Counsel has approved, an opinion of counsel in a form reasonably acceptable to the City of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by the Developer and HFG provided for herein.

10.11 Due Diligence. The Developer and HFG have submitted to the Corporation Counsel the following due diligence searches in their separate names, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

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

10.12 Organization and Authority Documents. The Developer and HFG have each submitted to the Corporation Counsel their articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State, and a copy of their operating agreements, as certified by the secretary or equivalent officer of the Developer and HFG. The Developer and HFG have submitted to the Corporation Counsel resolutions authorizing each entity to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform their obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than

thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.13 Economic Disclosure Statement. The Developer and HFG have provided to the Corporation Counsel an EDS in the City's then current form, dated as of the Closing Date.

10.14 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the General Contractor have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.15 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 19 below, if applicable.

10.16 Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a reliance letter authorizing the City to rely upon and use all Phase I and Phase II environmental site assessments of the Property obtained by Developer and any addendums and updates thereto.

10.17 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.18 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 22 (Environmental Matters).

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon thirty (30) days' prior written notice to the Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Plans and Permits; Changes to the Project

(a) The Developer shall construct the Project on the Property in accordance with the Approved Concept Plans, except as otherwise provided for in the Final Plans. No material deviation from the Approved Concept Plans may be made without the prior written approval of DPD. The Approved Concept Plans and the Final Plans shall at all times conform to all applicable Laws. If the Developer submits and DPD approves revised drawings and specifications after the Effective Date, together with a written request that such revised drawings and specifications become the "Approved Concept Plans" hereunder, the term "Approved Concept Plans," as used herein, shall refer to such revised

drawings and specifications upon DPD's written approval of the same, regardless of whether or not such supplementary Approved Concept Plans are recorded as an amendment to this Agreement. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project in accordance with Section 8.

(b) Further to the foregoing, the following changes to the Project shall be considered "material deviations" that are subject to DPD's written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a reduction in the Minimum Project Investment by more than ten percent (10%), not including the non-use of contingency; or (c) any reduction in the MBE/WBE Commitment.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds. For the avoidance of doubt, this Section 11.2 does not apply to the commencement of construction of the Minimum Public Improvements by or through the City.

11.3 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall cause its General Contractor to deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also cause its General Contractor to deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer's General Contractor shall correct any shortfall.

11.4 Relocation of Utilities, Curb Cuts and Driveways. In consideration for Developer having provided the Public Improvements Contribution, this Section 11.4 shall not apply to the Minimum Public Improvements or to any other work within (i) the Damen Avenue right-of-way or (ii) applicable portions of the 46th Street right-of-way at its intersection with Damen Avenue where the work to undertake and complete the Minimum Public Improvements will occur (collectively, the "Public Work Areas"). Expressly excluding the Public Work Areas and each portion thereof, the Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways, (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the 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 the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting along Wolcott Avenue and along the portion of 46th Street that is not within the Public Work Areas. In accordance with the Approved Concept Plans and existing site conditions along Wolcott and 46th Street with respect to existing trees, the width, location and condition of existing sidewalks, and the existing pavement width and on-street parking conditions, Developer's preservation of existing trees, installation of walking paths, and planting of landscaping beds and trees within the Buffer Areas may be provided in lieu of planting street trees

within the Wolcott Avenue and 46th Street parkways. As part of the Minimum Public Improvements, the City shall construct all public improvements, including sidewalks, lighting, street trees, and other parkway landscaping within the Public Work Areas.

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

11.6 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications, provided that the City shall first provide notice to Developer with copies of such proposed literature and communications for Developer's review and approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws, with it being understood and agreed that no such barricades shall be required by the City in such a manner that could impede construction access or progress. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. Subject to the foregoing terms, the Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

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

SECTION 12. LIMITED APPLICABILITY.

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

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT; COMMENCEMENT OF OPERATIONS.

13.1 Project. The Developer shall satisfy the requirements for the Certificate of Completion no later than twenty-four (24) months following the latest of (i) the Closing Date, (ii) the receipt of all Governmental Approvals; and (iii) receipt of the RAP Approval Letter; provided, however, (a) DPD, in its sole discretion, may extend the construction completion dates and (b) such period of time shall be subject to extension on account of Force Majeure, as hereinafter defined. The Developer shall construct the Project in accordance with this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

13.2 Minimum Public Improvements. The City shall complete the Minimum Public Improvements before the issuance of the Certificate of Completion. In the event the City does not complete the Minimum Public Improvements before issuance of the Certificate of Completion,

the City shall provide temporary access to and from the Project at such locations as are reasonably acceptable to Developer, to allow Developer's tenant to occupy and conduct its business operations at the Project.

13.3 Commencement of Operations. The Developer shall commence occupancy and operations within fifteen (15) months after the Certificate of Occupancy Date. Up to fifteen (15) months may be necessary due to extraordinary equipment purchases, equipment relocations, employee training, and FDA inspections.

SECTION 14. CERTIFICATE OF COMPLETION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion (the "Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement, with it being expressly understood and agreed that delays in the timing of the City's completion of the Minimum Public Improvements shall not affect or delay the issuance of the Certificate of Completion.

14.2 The Certificate of Completion will not be issued unless and until the following requirements have been satisfied:

- (a) The Developer has completed construction of the Project.
- (b) The Developer has completed the site improvements and landscaping throughout the Property, including the Buffer Areas, in accordance with the Final Plans and the Engineered Barrier in accordance with Exhibit C; provided however, if weather conditions are not favorable for planting at the time when all other requirements have been satisfied, the Developer shall have an additional six (6) months to complete such landscaping and such landscaping shall become a condition precedent to return of the Performance Deposit.
- (c) The Developer has obtained the Final NFR Letter for the Property and recorded the Final NFR Letter with the Cook County Clerk.
- (d) The City's Monitoring and Compliance Unit has verified in writing that the Developer is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment).
- (e) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under this Agreement.

14.3 Within forty-five (45) days after receipt of a written request by the Developer for the Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the City's determination, acting reasonably, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City, acting reasonably, requires additional measures or acts to assure compliance, the Developer shall resubmit a written

request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not (i) constitute evidence that the Developer has complied with any Laws relating to the construction of the Project; (ii) serve as any "guaranty" as to the quality of any construction; or (iii) release the Developer from its obligation to comply with any ongoing covenants as referenced in Section 18.

14.4 The Reconveyance Deed shall be returned to the Developer simultaneously with the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, and HFG, for itself and its successors and assigns, each agrees as follows:

15.1 Non-Discrimination. Neither the Developer nor HFG 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 Property or the Project or any part thereof.

15.2 Operating Covenant. The Developer and HFG hereby covenant and agree to use the Property for the Permitted Use and for no other purpose throughout the Compliance Period (the "Operating Covenant") unless otherwise consented to in writing by DPD.

15.3 Jobs Retention Covenant. HFG hereby covenants and agrees to retain no fewer than 250 Jobs, either at its existing Kildare Facility or the Property (the "Jobs Retention Covenant"), throughout the Compliance Period. If the Jobs Certificate for any year shows that HFG failed to employ FTEs for a total of 437,500 worker hours during such year (*i.e.*, the equivalent of 250 Jobs multiplied by 35 hours/week multiplied by 50 weeks/year), HFG shall pay to the City, within sixty (60) days after notice, a sum equal to $\$0.57 \times$ the number of unfilled worker hours for that year. By way of example and not limitation, if employment levels were exactly 435,750, *i.e.*, the equivalent of 249 FTEs, the shortfall penalty would be \$10,000. Such payment shall be the City's sole and exclusive remedy for HFG's default under this covenant; provided, however, if HFG fails to make such payment within sixty (60) days after notice from the City, then an Event of Default shall exist without notice or opportunity to cure, and the City shall have the right to exercise any remedies under this Agreement against HFG, the Developer, or the Property.

15.4 Annual Jobs Certificate. HFG shall deliver to the City an annual Jobs Certificate within thirty (30) days after each anniversary of the Operations Commencement Date throughout the Compliance Period.

15.5 Public Open Space Covenant. The Developer shall construct and HFG shall maintain the Buffer Areas in accordance with the Final Plans (including installation of the Engineered Barrier in accordance with Exhibit C) for use by the public until the later of (i) the last day of the Compliance Period; or (ii) demolition or destruction of the Project. It is further acknowledged and agreed that the Buffer Areas and any portion thereof may be periodically closed to permit maintenance, repair, renewal, or replacement of the Project or for security reasons and that the Developer and/or HFG may post reasonable restrictions on use of the Buffer Areas that are reviewed and reasonably approved by DPD. In no event will DPD disapprove

restrictions on use required by IEPA or applicable Laws or recommended by the City of Chicago Police or Fire Department. The parties acknowledge and agree that maintenance of the Buffer Areas may include renewal and replacement from time to time of artwork and other improvements that have deteriorated or been damaged or defaced.

15.6 Final NFR Letter. The Developer and HFG shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter for the Property.

The Developer and HFG, each for itself and its respective successors and assigns, acknowledges and agrees 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 REFINANCING.

16.1 Sale Prior to Issuance of the Certificate of Completion. At all times following the Closing Date but prior to the issuance of the Certificate of Completion, (a) neither the Developer nor HFG may, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion, (i) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets nor all or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) nor any interest therein nor the Developer's or HFG's controlling interests therein, or (ii) directly or indirectly assign this Agreement, or (iii) sell, exchange or otherwise dispose of all or any portion of its membership interests or issue additional membership interests, and (b) no principal party of the Developer or HFG (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in either the Developer or HFG, without the prior written consent of DPD, which consent shall be in DPD's sole but reasonable discretion. Any transaction under (a) or (b) above is referred to herein as a "Sale." The Developer and HFG acknowledge and agree that DPD 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, members or directors) is in violation of any Laws, or if the Developer or HFG fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. In the event of a proposed Sale, the Developer shall provide the City copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed purchaser, transferee or assignee, as applicable, regarding this Agreement and such other information as the City may reasonably request. The proposed purchaser, transferee or assignee (including any purchaser, transferee or assignee that is an Insider Party) must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

16.2 Refinancing Prior to Issuance of Certificate of Completion. At all times following the Closing Date but prior to the issuance of the Certificate of Completion, neither the Developer nor HFG may, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property or the Project or any portion thereof ("Refinancing"), except for the Lender Financing approved pursuant to Section 9, which shall be limited to funds necessary to complete the Project. 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, nor to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.4. If any such

mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by Foreclosure, deed-in-lieu of Foreclosure or otherwise, and thereafter transfers its interest in the Property or Project (or any portion thereof) to another party, such transferee shall be bound by the covenants of the Developer and HFG to complete the Project as set forth herein, and shall also be bound by the other covenants running with the land specified in Section 18.

16.3 Sale or Refinancing After Issuance of the Certificate of Completion. During the period between the issuance of the Certificate of Completion and the expiration of the Compliance Period, the prior written consent of DPD is required for any Sale or Refinancing, excluding any Permitted Transaction.

SECTION 17. INTENTIONALLY OMITTED.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The 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 15.1 (Non-Discrimination), Section 15.2 (Operating Covenant), Section 15.3 (Jobs Retention Covenant), Section 15.4 (Jobs Certificate), Section 15.5 (Public Open Space Covenant), Section 15.6 (Final NFR Letter), Section 16.1 (Prohibition on Sale Prior to Certificate of Completion), Section 16.2 (Prohibition on Refinancing Prior to Certificate of Completion), Section 16.3 (Prohibition on Sale/Refinancing After Certificate of Completion), and Section 22.5 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on HFG and the Developer and their respective successors and assigns (subject to the limitation set forth in Section 16.2 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:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of the Certificate of Completion
§15.1	Non-Discrimination	No limitation as to time
§15.2	Operating Covenant	Upon expiration of the Compliance Period
§15.3	Jobs Retention Covenant	Upon expiration of the Compliance Period
§15.4	Jobs Certificate	Upon expiration of the Compliance Period
§15.5	Public Open Space	Upon demolition/destruction of the Project
§15.6	NFR Requirements	In accordance with Final NFR Letter
§16.1	Prohibited Sale Prior to Certificate of Completion	Upon issuance of the Certificate of Completion

§16.2	Prohibited Refinancing Prior to Certificate of Completion	Upon issuance of the Certificate of Completion
§16.3	Prohibited Sale or Refinancing After Certificate of Completion	Upon expiration of the Compliance Period
§22.5	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's and HFG's performance of their obligations under this Agreement.

19.2 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 HFG or the Developer to perform, keep or observe any of their respective covenants, conditions, promises, agreements or obligations under this Agreement;

(b) the making or furnishing by HFG or the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect when made or furnished;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof, with it being understood and agreed that Developer may convey and record easements, licenses, and other similar agreements reasonably necessary for Developer's completion of the Project in accordance with this Agreement, such as easements for the benefit of public utilities;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or HFG or for the liquidation or reorganization of the Developer or HFG, or alleging that the Developer or HFG is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's or HFG'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 the Developer or HFG; 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,

(e) the appointment of a receiver or trustee for the Developer or HFG, for any substantial part of the Developer's or HFG's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer or HFG; 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 ninety (90) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or HFG related to the Property that remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution,

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

(h) the dissolution of the Developer or HFG;

(i) the recording of any mortgage or other lien against the Property related to any Lender Financing prior to the recording of this Agreement against the Property. (In particular but not by way of limitation the Developer may cure an Event of Default under this Section 19.2(i) pursuant to Section 19.3 below by recording a subordination agreement acceptable to the City against the Property whereby the applicable Lender subordinates its mortgage or other lien against the Property related to its Lender Financing to this Agreement for the benefit of the City.)

19.3 Cure. If the Developer or HFG defaults in the performance of its obligations under this Agreement, the Developer or HFG, as applicable, shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer or HFG, as applicable, promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary:

(a) there shall be no notice requirement with respect to Events of Default described in Section 5 (with respect to Outside Closing Date); and

(b) there shall be no notice requirement or cure period with respect to Events of Default described in Section 13 (Commencement and Completion of Project), Section 15.2 (Operating Covenant), Section 15.3 (Jobs Retention Covenant), Section 15.4 (Annual Jobs Report), Section 16.1 (Prohibition on Sale Prior to Certificate of Completion), Section 16.2 (Prohibition on Refinancing Prior to Certificate of Completion), Section 16.3 (Prohibition on Sale/Refinancing After Certificate of Completion).

19.4 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 19.3 above, the City may terminate this Agreement.

19.5 At or After Closing. If an Event of Default occurs at or after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revert title to the Property in the City; provided, however, the City's foregoing right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the Title Company, the Developer shall be responsible for all real estate taxes and assessments that accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer

will cooperate with the City and Title Company to ensure that if the Title Company records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Developer and except for any mortgages authorized by this Agreement..

19.6 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.5, the City may complete the Project or convey the Property, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, which transferee shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.7 Disposition of Resale Proceeds If the City sells the Property as provided for in Section 19.6, 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 Property (less any income derived by the City from the Property in connection with such management); and
- (b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property, and
- (c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project in accordance with the Final Plans; and
- (e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Project.

19.8 Joint and Several Liability The obligations and liabilities of the Developer and HFG under this Agreement shall be joint and several and shall be binding upon and enforceable against each such party and their respective successors and assigns.

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

The Developer and HFG represent and warrant that no Agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, HFG, this Agreement, the Property or the Project, nor shall any such Agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly

interested. No Agent, official or employee of the City shall be personally liable to the Developer or HFG or any successor in interest to the Developer or HFG in the event of any default or breach by the City or for any amount which may become due to the Developer or HFG or any successor in interest to the Developer or HFG with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer and HFG agree to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnified Party," and collectively, the "Indemnified Parties") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnified Parties shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnified Parties in any manner relating to or arising out of: (a) the failure of the Developer or HFG to comply with any of the terms, covenants and conditions applicable to the Developer or HFG and contained within this Agreement; (b) the failure of the Developer or HFG or any Agent of the Developer or HFG to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or HFG or any Agent of the Developer or HFG in connection with this Agreement; (d) the failure of the Developer or HFG to redress any material misrepresentation or omission in this Agreement or any other document relating hereto after becoming aware thereof; and (e) any activity undertaken by the Developer or HFG or any Agent or Affiliate of the Developer or HFG on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination)

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER AND HFG ACKNOWLEDGE THAT THEY HAVE HAD OR WILL HAVE HAD, PRIOR TO CLOSING, AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER AND HFG ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE OR LEASE THE PROPERTY, 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 AND HFG ACKNOWLEDGE AND AGREE THAT THE PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AND HFG AGREE TO ACCEPT THE 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 PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER AND HFG ACKNOWLEDGE AND AGREE THAT THEY ARE SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND THE COMPLETION OF THE REMEDIATION WORK NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation.

(a) The Developer and HFG have obtained a Phase I Environmental Site Assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard ("Phase I ESA"), which Phase I ESA identified Recognized Environmental Conditions ("RECs"), and a Phase II Environmental Site Assessment ("Phase II ESA"). AIS has approved the Phase I ESA and the Phase II ESA and the Developer and HFG have enrolled the Property in the SRP for the purpose of obtaining written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"). The Developer and HFG acknowledge and agree that construction on the Property may not commence until the IEPA issues, and AIS approves, a RAP Approval Letter for the Property. AIS shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessments prepared for the Property.

(b) The City either has granted or shall grant the Developer and HFG the right to enter the Property to perform the Phase I ESA, the Phase II ESA and any other surveys, environmental assessments, soil tests and other due diligence the Developer or HFG deems necessary or desirable to satisfy themselves as to the condition of the Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. The obligation of the Developer to purchase the Property is conditioned upon the Developer and HFG being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Developer and HFG determine that they are not satisfied, in their sole and absolute discretion, with the condition of the Property, either may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void, and, except as otherwise specifically provided, neither the City, the Developer, nor HFG shall have any further right, duty or obligation hereunder. If the Developer and HFG elect not to terminate this Agreement pursuant to this Section 22.2, the Developer and HFG shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. Upon the later of the Closing Date and receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final NFR Letter for the Property using all reasonable means. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. Except as provided for in Section 3 hereof, the Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letter, and any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final NFR Letter for the Property with the Cook County Clerk's Office. The City's approval of the Final NFR Letter issued by the IEPA shall not be unreasonably withheld. If the Developer fails to obtain the Final NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA (unless the City has agreed to extend such time period), then the City shall have the right to record a notice of default

of this RDA against the Property. The Developer must abide by the terms and conditions of the Final NFR Letter.

22.4 Buffer Areas. The Developer and HFG further covenant and agree to install and maintain an Engineered Barrier on those portions of the Buffer Areas as shown on Exhibit C.

22.5 Release and Indemnification. The Developer and HFG, on behalf of themselves and their Affiliates and their respective officers, directors, employees, successors, and assigns, and anyone claiming by, through or under any of them, 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 Property under or through the Developer or HFG or their Affiliates (individually, a "Developer Party," and collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the Indemnified Parties from and against any and all Losses which one or more of the Developer 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, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the 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; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) 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 (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties with respect to the Claims.

22.6 Release Runs with the Property. The covenant of release in Section 22.5 above shall run with the Property and shall be binding upon all successors and assigns of the Developer and HFG with respect to the 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 Property under or through the Developer or HFG. The Developer and HFG acknowledge and agree that the foregoing covenant of release 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 Property to the Developer. It is expressly agreed and understood by and between the Developer, HFG and the City that, should any future obligation of the Developer, HFG or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor HFG nor any of the other Developer Parties shall assert that those obligations must be satisfied in whole or in part by the City, because Section 22.5 contains a full, complete and final release of all such claims.

22.7 Survival. This Section 22 shall survive the Closing Date and any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

(a) Neither the Developer 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"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer 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, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (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) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

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

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

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

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of Developer or an Employer and that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

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

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

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

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

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief

procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

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

23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of 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 23.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project)

shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, 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, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

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

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

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

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than thirty (30) days prior to the Closing Date, the Developer and General Contractor shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. Within fifteen (15) days following the meeting, the Developer shall electronically submit its utilization plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit electronic reports to the City's monitoring staff on its compliance progress, which shall include, without limitation, the following: electronic monthly payments reports to MBE/WBE firms, authorization for payroll agent (where applicable), and electronic certified payroll reports. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer and HFG represent, warrant and covenant to the City that as of the Effective Date and as of the Closing Date the following shall be true, accurate and complete in all respects:

(a) The Developer and HFG are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the persons signing this Agreement on behalf of the Developer and HFG have the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by the Developer and HFG (and any legal entity holding an interest in excess of 7.5% in the Developer or HFG) are true, accurate and complete.

(c) The Developer's and HFG'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 the Developer or HFG, or any party affiliated with the Developer or HFG, is a party or by which the Developer or HFG or the Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or HFG, or any party affiliated with the Developer or HFG, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer and HFG know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer or HFG to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer or HFG.

(e) The Developer and HFG are now and for the term of the Agreement shall remain solvent and able to pay their debts as they mature.

(f) The Developer and HFG shall work diligently to obtain and maintain all Governmental Approvals (including, without limitation, appropriate environmental approvals) necessary to conduct their business and to construct, complete and operate the Project.

(g) Neither the Developer nor HFG 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 the Developer or HFG is a party or by which the Developer or HFG 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 Property, subject to the terms hereof requiring the issuance of the Governmental Approvals and the RAP Approval Letter.

(i) The Developer and/or HFG has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement, subject to the terms hereof regarding the pending RAP Approval Letter

(j) Neither the Developer nor HFG has made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Developer or HFG in violation of Chapter 2-156-120 of the Municipal Code of the City.

(k) Neither the Developer, HFG, or any Affiliate of the Developer or HFG 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.

24.2 Representations and Warranties of the City. To induce the Developer and HFG to execute this Agreement and perform their obligations hereunder, the City hereby represents and

warrants to the Developer and HFG that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein, and the person signing this Agreement on behalf of the City has the authority to do so.

24.3 Survival of Representations and Warranties Each of the parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 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 25. 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) overnight courier; or (c) 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 1000 Chicago, Illinois 60602 Attn: Commissioner
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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
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If to the Developer or HFG	Harvest Food Group, Inc. 1600 Pebblewood Lane Naperville, Illinois 60563 Attn: Jason Eckert
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With a copy to:	Vedder Price 222 North LaSalle Street Chicago, Illinois 60601 Attn: Danielle Meltzer Cassel dcassel@vedderprice.com
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Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) 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 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

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

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer and HFG agree that the Developer and HFG, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer or HFG of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's and HFG's contractors (i.e., any person or entity in direct contractual privity with the Developer or HFG 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, HFG, 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 the Mayor's political fundraising committee (a) after execution of this Agreement by the Developer and HFG, (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.

27.2 The Developer and HFG represent and warrant that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer or HFG, or the date the Developer or HFG 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 the Mayor's political fundraising committee.

27.3 The Developer and HFG agree that they shall not: (a) coerce, compel or intimidate their employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse their 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 the Mayor's political fundraising committee.

27.4 The Developer and HFG agree 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.

27.5 Notwithstanding anything to the contrary contained herein, the Developer and HFG agree that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer or HFG 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.

27.7 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 the Mayor's political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer or HFG 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 28. INSPECTOR GENERAL.

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

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, Developer and HFG warrant and represent that neither they nor, to the best of their knowledge, their contractors and subcontractors, have violated or are 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, violation of the Waste Sections by Developer, HFG, or any general contractor or subcontractor of Developer or HFG, 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 the Agreement, at law or in equity. This section does not limit the duty of the Developer, HFG, or any general contractor or subcontractor of Developer or HFG 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 Developer's and HFG's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 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 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

30.3 Neither the Developer nor HFG will 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.

30.4 In the event of any communication to the Developer or HFG by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer or HFG, as applicable, will as soon as is reasonably practicable report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the commissioner of DPD. The Developer and HFG will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or HFG or any controlling person (as defined in Section 1-23-010 of the Municipal Code) of Developer or HFG 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. Developer and HFG shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 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

32.2 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

32.3 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.

32.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

32.5 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.

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

32.7 Force Majeure. Neither the City, Developer, nor HFG shall be considered in breach of its 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, civil unrest which may render the Property or surrounding area unsafe, pandemic, shortages of material and unusually severe weather or delays of subcontractors due to such causes (collectively, "Force Majeure"). 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.

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

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

32.10 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.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City, HFG, or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 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.

32.13 No Waiver. No waiver by the City with respect to any specific default by HFG or the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults, 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.

32.14 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.

32.15 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.

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

(Signature and Notary Pages Follow)

AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

CITY OF CHICAGO SIGNATURE AND NOTARY PAGE

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: _____
Maurice Cox
Commissioner
Department of Planning and Development

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 Maurice Cox, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, 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 acknowledged that, as such Commissioner, he signed and delivered the foregoing instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2023.

AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

HFG SIGNATURE AND NOTARY PAGE

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

HARVEST FOOD GROUP, INC., an Illinois corporation

By: _____
Jason Eckert
Its President

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 Jason Eckert, the President of Harvest Food Group, Inc, an Illinois corporation, 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 said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

DEVELOPER SIGNATURE AND NOTARY PAGE

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

HARVEST YARDS, LLC, an Illinois limited liability company

By: _____

Name: _____

Its. _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of Harvest Yards, 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 said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1A:

ALL OF BLOCK 6 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

346,360 SQ.FT.±, 7.951 ACRES±

PARCEL 1B:

THAT PART OF THE SOUTH 1/2 OF VACATED WEST 45TH STREET LYING NORTH AND ADJOINING BLOCK 6 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19,161 SQ FT.±, 0.440 ACRES±

ADDRESS. 1924 W. 46th Street. Chicago, IL 60609,
PIN: 20-08-40-008

EXHIBIT B

APPROVED CONCEPT PLANS

(ATTACHED)

EXHIBIT C

ENGINEERED BARRIER

(ATTACHED)

THIS IS A PRE-EMERGENCY CONTROL MEASURE. THE DEPARTMENT WILL TAKE APPROPRIATE ACTION IF NEEDED.

SOUTH DAMEN AVE.

50'-0" DAMEN R.O.W.

AVE.

10 DOCK DOORS

4 WASTE DOORS

6 DOCK DOORS

56'-0" WOLCOTT AVE R.O.W.





ENTRANCE FURNISHING USED TO REMAIN

SOUTH WOLCOTT AVE.

WEST 46TH STREET

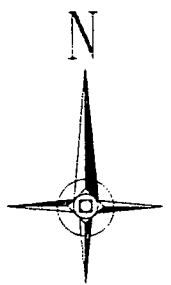
66'-0" 46TH ST. R.O.W.

LEGEND

-  Remediation Site Boundary
-  Ingestion Barrier - 3 feet Clean Fill Material and/or 1.5 feet Clean Fill Material Underlain with Geotextile
-  Asphalt or Concrete Pavement Barrier
-  Building Slab/Foundation Barrier



Ingestion Barrier Per RDA - 3 feet Clean Fill Material and/or 1.5 feet Clean Fill Material Underlain with Geotextile



Date: February 2023
 Scale: 1"= 120'
 Drawn by: NM
 Checked by: DSB

Exhibit C: Engineered Barriers in Buffer Areas
 1924 W. 46th Street
 Chicago, Illinois 60609

Your Environmental Resource

Environmental Protection Group, 1460 N. Dearborn Street, Suite 200, Chicago, IL 60642
 Phone: (312) 221-4400 Fax: (312) 221-4401 Email: info@carnowconibear.com

Carnow, Conibear & Assoc., Ltd.
 Environmental Consulting Services
 500 N. Van Buren St. Suite 500, Chicago, IL 60607
 T: 312.792.4400 F: 312.792.5145
 www.ccaltd.com

**CARNOW
 CONIBEAR**

EXHIBIT D

JOBS CERTIFICATE

[To Be Retyped on Letterhead of HFG]

_____, 20____

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

Re: Jobs and Occupancy Certificate
Harvest Food Group

Dear Commissioner:

This Certificate is delivered pursuant to that certain Agreement For The Sale And Redevelopment of Land (the "Agreement") made on or as of _____, 2023, by and among: (i) the City of Chicago, (ii) Harvest Food Group, Inc., an Illinois corporation ("HFG"), and (iii) Harvest Yards, LLC, an Illinois limited liability company (the "Developer").

This Certificate constitutes the Jobs and Occupancy Certificate for the period beginning on **[month, day and year]** and ending on **[add month, day and year]** (the "Period").

The undersigned certifies to the following with respect to the last day of the Period:

- (a) HFG remains in compliance with the Operating Covenant as the date hereof,
- (b) _____ FTEs remain at the Kildare facility;
- (c) _____ FTEs have been relocated from the Kildare facility to the Project,
- (d) _____ FTEs have been newly created at the Project;
- (e) _____ FTEs have been retained at the Kildare facility, relocated to the Project or created at the Project since the Effective Date of the Agreement; and
- (f) the chart below lists employees at the Kildare facility or the Project.
- (g) HFG employed FTEs for a total of 437,500 worker hours during the Period, or, has calculated a shortfall for the Period of _____ worker hours for which HFG will pay the City the penalty of $\$0.57 \times$ the number of unfilled worker hours for such year within sixty (60) days after written notice from the City stating that the City concurs with the foregoing shortfall calculation.

Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

HARVEST FOOD GROUP, INC.

By: _____
Name: _____
Its: _____

Full Time Equivalent Employees located at the Project as of _____, 20__

Employee Name (Last, First)	Address of Principal Residence	Zip Code of Principal Residence	Number of months employed at the Project during the year	On the payroll for work done at the Project? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1750 during the year (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)	Job title

Full Time Equivalent Employees located at the Kildare Facility as of _____, 20__

Employee Name (Last, First)	Address of Principal Residence	Zip Code of Principal Residence	Number of months employed at the Project during the year	On the payroll for work done at the Project? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1750 during the year (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)	Job title

Indicate New FTEs with an asterisk () next to employee's name

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

SECTION I -- GENERAL INFORMATION

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

HARVEST FOOD GROUP, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant
OR

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

OR

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

B. Business address of the Disclosing Party:

1600 PEBBLEWOOD LANE
NAPERVILLE, IL 60563

C. Telephone: 630.791.8058 Fax: _____ Email: pcallaghan@harvestfoodgroup.com

D. Name of contact person: Paul Callaghan

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

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

Redevelopment Agreement for Land Sale; 6(B) Resolution regarding City of Chicago Property located at 1924 W 46th Street (PIN 20-06-400-008).

G. Which City agency or department is requesting this EDS? DAIS, DPD, Law Department

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

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

Illinois

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

- ☐ Yes ☐ No ☒ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name	Title
Jason Eckert	President, Secretary and Director
Paul Callaghan	Chief Financial and Operations Officer

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

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

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

Name	Business Address	Percentage Interest in the Applicant
Jason Eckert	1600 PEBBLEWOOD LANE, NAPERVILLE, IL 60563	

** Harvest Food Group, Inc. expects it may admit new members to finance the Project within 12 months of City action, but would only do so in accordance with the Applicable Redevelopment Agreements and all City EDS requirements. As of the date of this ESD, there is no definitive documentation with any prospective new members.

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

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

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

Please see attached schedule

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

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

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

Schedule for
SECTION IV—DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

Name	Business Address	Relationship to Disclosing Party	Fees
Carnow, Conibear & Assoc., Ltd. (retained)	600 West Van Buren St., Suite 500 Chicago, Illinois 60607	Environmental Consultant	\$70K paid
United Insulated Structures (retained)	5430 St Charles Road Berkeley, IL 60163-1206	General Contractor, Architects, Planners	\$600K paid
Vedder Price (retained)	222 North LaSalle St. Chicago, IL 60615	Attorney/ Lobbyist)	\$400K paid
Weaver Consultants Group North Central, LLC	1316 Bond St , Suite 108 Naperville, Illinois 60563	Subcontractor	\$50K (estimated)
PM&E	335 N River St #207, Batavia, IL 60510	Subcontractor	\$300K paid
Burnham Natronwide, Inc.	111 W Washington Street, Suite 1700 Chicago, IL 60602	Permit Expediter	\$20K (estimated)

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

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

None

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

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is



is not

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

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ Reports not required

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

☐ Yes ☐ No

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

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

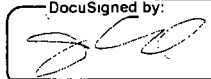
E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

HARVEST FOOD GROUP, INC.

(Print or type exact legal name of Disclosing Party)

By: 
 (Sign here)

Jason Eckert


(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) April 6, 2023,

at Cook County, Illinois (state).


 Notary Public

Commission expires: May 19, 2024



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

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

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

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

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

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

[] Yes

☒ No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

☒ No

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

☐ Yes

☐ No

☒ The Applicant is not publicly traded on any exchange.

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

Certificate Of Completion

Envelope Id: F1C60FB6BB904288B14540E449E2B46B

Subject Complete with DocuSign: HFG Veritas EDS for City RDAs (4.6.2023)(60723991.2).pdf

Source Envelope:

Document Pages: 16

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status Completed

Envelope Originator:

Danielle M. Cassel

222 N. LaSalle Street

Ste 2600

Chicago, IL 60601

dcassel@vedderprice.com

IP Address 34.99.89.97

Record Tracking

Status: Original

4/6/2023 2:48:53 PM

Holder: Danielle M. Cassel

dcassel@vedderprice.com

Location: DocuSign

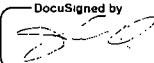
Signer Events

Jason

jason@harvestfoodgroup.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by



275E76B62BA4404

Signature Adoption: Drawn on Device

Using IP Address: 98.226.154.104

Timestamp

Sent: 4/6/2023 2:49:27 PM

Resent: 4/6/2023 3:30:28 PM

Viewed: 4/6/2023 3:30:56 PM

Signed: 4/6/2023 3:31:02 PM

Electronic Record and Signature Disclosure:

Accepted: 4/6/2023 3:30:56 PM

ID: 5ecfaf4a-02fd-4a4b-81d5-548ec52cd0ce

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/6/2023 2:49:27 PM

Certified Delivered

Security Checked

4/6/2023 3:30:56 PM

Signing Complete

Security Checked

4/6/2023 3:31:02 PM

Completed

Security Checked

4/6/2023 3:31:02 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Vedder Price (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Vedder Price:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ljastrzembski@vedderprice.com

To advise Vedder Price of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ljastrzembski@vedderprice.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Vedder Price

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ljastrzembski@vedderprice.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Vedder Price

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ljastrzembksi@vedderprice.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Vedder Price as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Vedder Price during the course of your relationship with Vedder Price.

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

SECTION I -- GENERAL INFORMATION

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

HARVEST YARDS, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party:

1600 PEBBLEWOOD LANE

NAPERVILLE, IL 60563

C. Telephone: **630.772.9927** Fax: _____ Email: **jason@harvestfoodgroup.com**

D. Name of contact person: **Jason Eckert**

E. Federal Employer Identification No. (if you have one) _____

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

Redevelopment Agreement for Land Sale, 6(B) Resolution regarding City of Chicago Property located at 1924 W. 46th Street (PIN: 20-06-400-008)

G. Which City agency or department is requesting this EDS? **DAIS, DPD, Law Department**

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|---|
| <input type="checkbox"/> Person | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

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

Illinois

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

- ☐ Yes ☐ No ☒ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name

Title

Jason Eckert

Manager and Sole Member

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

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

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

Name	Business Address	Percentage Interest in the Applicant
Jason Eckert	1600 PEBBLEWOOD LANE, NAPERVILLE, IL 60563	

** Harvest Yard, LLC expects that it may admit new members to finance the Project within 6 months of City action, but would only do so in accordance with the applicable Redevelopment Agreements and all City EDS requirements. As of the date of this EDS, there is no definitive documentation with any prospective new members.

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

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

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

None

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

[] Yes [] No

B. FURTHER CERTIFICATIONS

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

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

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

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

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is



is not

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

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

[] Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

[] Yes

[] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ Reports not required

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

☐ Yes ☐ No

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

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

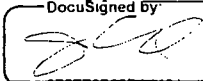
- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's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

CERTIFICATION

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

HARVEST YARDS, LLC

(Print or type exact legal name of Disclosing Party)

By: 
275E76B62BA4484
(Sign here)

Jason Eckert


(Print or type name of person signing)

Manager and Sole Member

(Print or type title of person signing)

Signed and sworn to before me on (date) April 6, 2023,

at Cook County, Illinois (state).


Notary Public

Commission expires: May 19, 2024



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

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

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

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

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

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

[] Yes

☒ No

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

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

[] Yes ☒ No

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

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

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

Certificate Of Completion

Envelope Id: 4C80790CD9264EBAA038C0E87425AC64

Status: Completed

Subject: Complete with DocuSign: HFG Veritas EDS for Land Sale_ NMTC and 6(B) Application Harvest Yards_...

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Danielle M. Cassel

AutoNav: Enabled

222 N. LaSalle Street

EnvelopeId Stamping: Enabled

Ste 2600

Time Zone: (UTC-06:00) Central Time (US & Canada)

Chicago, IL 60601

dcassel@vedderprice.com

IP Address 34.99.89.97

Record Tracking

Status: Original

Holder: Danielle M. Cassel

Location: DocuSign

4/6/2023 2:03:20 PM

dcassel@vedderprice.com


Signer Events

Jason

jason@harvestfoodgroup.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by



275E76B626A4464

Signature Adoption: Drawn on Device

Using IP Address: 174.192.138.11

Signed using mobile

Timestamp

Sent: 4/6/2023 2:05:08 PM

Viewed: 4/6/2023 2:06:57 PM

Signed: 4/6/2023 2:08:36 PM

Electronic Record and Signature Disclosure:

Accepted: 4/6/2023 2:06:57 PM

ID: 6e848092-b7ab-4885-b799-d77bd20980c2

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/6/2023 2:05:08 PM

Certified Delivered

Security Checked

4/6/2023 2:06:57 PM

Signing Complete

Security Checked

4/6/2023 2:08:36 PM

Completed

Security Checked

4/6/2023 2:08:36 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Vedder Price (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Vedder Price:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ljastrzembski@vedderprice.com

To advise Vedder Price of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ljastrzembski@vedderprice.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Vedder Price

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ljastrzembski@vedderprice.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Vedder Price

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ljastrzembski@vedderprice.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Vedder Price as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Vedder Price during the course of your relationship with Vedder Price.