



# City of Chicago



O2021-5289

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 11/17/2021

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Sale of City-owned vacant property at 5113 vacant Street (in block bounded by N LeClaire Ave, W Bloomingdale Ave, N Laramie Ave and Chicago, Minneapolis, St. Paul and Pacific Railroad) to Expert Management Inc., subject to obtaining "No Further Remediation" Letter with subsequent transfer to North Austin Community Center

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



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

November 17, 2021

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 sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot". The signature is fluid and cursive, with the first name "Lori" being the most prominent.

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 vacant real property commonly known as 5113 Vacant Street, Chicago, Illinois (in the block bounded by N. LeClaire Avenue, W. Bloomingdale Avenue, N. Laramie Avenue and the Chicago, Minneapolis, St. Paul and Pacific Railroad), and further described in the legal description attached hereto as Exhibit A (together with all improvements, easements, rights, privileges and appurtenances, the "Property"); and

**WHEREAS**, from at least 1920 until 1982, The Glidden Company owned and operated a business at the Property; and

**WHEREAS**, investigations have revealed twelve underground storage tanks and related underground piping ("USTs") located on the Property which were used to store Glidden products, and there may be contamination from a Leaking Underground Storage Tank ("LUST") reportable release in excess of applicable Illinois Environmental Protection Agency ("IEPA") standards for soil and/or groundwater related to the USTs and/or currently unknown USTs that may be subsequently discovered on the Property (collectively, the "Glidden Contamination"); and

**WHEREAS**, PPG Architectural Finishes, Inc. ("PPG") is the successor-in-interest to The Glidden Company; and

**WHEREAS**, Expert Management Inc., a Delaware company ("Grantee"), through agreement with PPG, has agreed to acquire the Property, address the Glidden Contamination and obtain a focused No Further Remediation Letter relating to the Glidden Contamination (the "NFR Letter") for the Property; and

**WHEREAS**, the City intends to transfer the Property to Grantee to facilitate Grantee obtaining the NFR Letter; and

**WHEREAS**, after Grantee obtains the NFR Letter, Grantee intends to convey the Property to North Austin Community Center ("NACC"), an Illinois not-for-profit corporation with a principal place of business of 415 North Laramie Avenue, Chicago, Illinois; and

**WHEREAS**, pursuant to Resolution No. 20-032-21 adopted on October 21, 2021, by the Plan Commission of the City (the "Commission"), the Commission recommended that the City through its Department of Planning and Development ("DPD") enter into a negotiated sale with the Grantee for the purchase of the Property; now, therefore,

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

**SECTION 1.** The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

**SECTION 2.** The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of One Dollar (\$1.00). The approval is expressly conditioned upon

the City entering into a Purchase and Remediation Agreement with the Grantee and NACC (the "Purchase Agreement") substantially in the form attached hereto as Exhibit B. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

**SECTION 3.** The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to the Grantee.

**SECTION 4.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

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

**EXHIBIT A**

[Subject to final title commitment and survey]

LOTS 1 TO 8 IN BLOCK 4 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTHEAST 114 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL THAT PART OF VACATED WEST MOFFAT STREET LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF VACATED BLOCK 3 IN CRAGIN, AFORESAID; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 3 IN CHICAGO GRAIN COMPANY'S ADDITION TO CHICAGO, AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, AND ALSO HALF OF THE NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5113 Vacant Street, Chicago, Illinois 60639

PROPERTY INDEX NUMBER: 13-33-408-039-0000  
13-33-408-036-0000 (part)

**EXHIBIT B**

Purchase Agreement

[Attached]

## **PURCHASE AND REMEDIATION AGREEMENT**

THIS PURCHASE AND REMEDIATION AGREEMENT (“Agreement”) is entered into by and among Expert Management Inc., a Delaware company (“EMI”), North Austin Community Center, an Illinois not-for-profit corporation (“NACC”), and the City of Chicago, an Illinois municipal corporation (“the City”), as of \_\_\_\_\_, 2021 (the “Effective Date”).

### **RECITALS**

WHEREAS, the City currently owns that certain property located at 5113 Vacant Street, Chicago, Illinois (in the block bounded by N. LeClaire Avenue, W. Bloomingdale Avenue, N. Laramie Avenue and the Chicago, Minneapolis, St. Paul and Pacific Railroad), and further described in the legal description attached hereto as Exhibit A (together with all improvements, easements, rights, privileges and appurtenances, the “Property”);

WHEREAS, from at least 1920 until 1982, The Glidden Company owned and operated a business at the Property;

WHEREAS, investigations have revealed twelve underground storage tanks and related underground piping (“USTs”) located on the Property in the approximate locations described on the attached Exhibit B which were used to store Glidden products, and there may be contamination from a Leaking Underground Storage Tank (“LUST”) reportable release in excess of applicable Illinois Environmental Protection Agency (“IEPA”) standards for soil and/or groundwater related to the USTs and/or currently unknown USTs that may be subsequently discovered on the Property (collectively, the “Glidden Contamination”);

WHEREAS, PPG Architectural Finishes, Inc. (“PPG”) is the successor-in-interest to The Glidden Company;

WHEREAS, EMI, through agreement with PPG, has agreed to address the Glidden Contamination under the terms of this Agreement and obtain a focused No Further Remediation Letter relating to the Glidden Contamination (the “NFR Letter”) for the Property; and

WHEREAS, the City intends to transfer the Property to EMI to facilitate EMI obtaining the NFR Letter;

WHEREAS, after EMI obtains the NFR Letter, EMI intends to convey the Property to NACC.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, agreements and promises set forth below, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. PURCHASE OF PROPERTY BY EMI.

a. The City agrees to sell and EMI agrees to purchase, the Property, upon and subject to the terms and conditions set forth in this Agreement. The purchase price for the Property shall be One Dollar (\$1.00). The Property shall be conveyed pursuant to a quitclaim deed in the form attached hereto as Exhibit C (the "Deed").

b. The closing of the purchase (the "Closing") contemplated by this Section 1 shall occur not later than \_\_\_\_\_, 20\_\_, through an escrow handled by the Title Company (as defined below), unless such date is extended by mutual agreement of the parties. This Agreement shall serve as escrow instructions to the Title Company. If any of the terms of this Agreement are inconsistent with the Title Company's standard conditions of acceptance, the terms of this Agreement shall control. The Title Company is hereby designated as the real estate reporting person in connection with this transaction for the Internal Revenue Code of 1986, as amended. The parties shall provide all information required by the Title Company to fulfill its reporting obligations hereunder and to report proceeds from the transaction on a Form 1099-S.

c. At Closing, EMI agrees to accept title to the Property, subject only to real estate taxes and assessments, both general and special, which are a lien, but not yet due and payable ("Taxes") and other title matters approved or deemed approved by EMI pursuant to Section 1c below.

d. Promptly after the Effective Date, EMI shall order a survey and a commitment for an ALTA Owner's Policy of Title Insurance (the "Commitment") from First American Title Company, National Commercial Services, 1660 W. 2<sup>nd</sup> Street, Suite 700, Cleveland, Ohio 44113, Attn: Rebecca Groetsch, rgroetsch@firstam.com (the "Title Company"). To the extent the Commitment or survey discloses any matter affecting title to the Property other than Taxes and EMI objects to such matter(s), EMI shall promptly notify the City in writing. Within ten (10) Business Days of receipt of written notice of any objections, the City shall notify EMI in writing whether it will cure EMI's objections (the "Cure Notice"). If the City elects to not cure any of EMI's objections in the Cure Notice, EMI shall have a right to terminate this Agreement by delivery of written notice to the City within five (5) Business Days (as defined below) after receipt of the Cure Notice, in which event this Agreement shall be of no further force or effect. If the City agrees to cure objections in the Cure Notice, it shall effectuate the cure prior to Closing (as defined below).

e. At Closing, EMI shall be responsible for the cost of the Commitment, the survey, any title policy premium, any recording costs and the Title Company's escrow fees. If EMI obtains a survey, EMI shall cause the survey to be certified to both EMI and the City, and the perimeter legal description of the Land prepared and certified by the surveyor shall be used in the Deed. The City shall be responsible for any Taxes accrued prior to the Closing, if any, and EMI shall be responsible for any Taxes from and after the Closing. Any utilities or similar operating expenses shall be prorated between the City and EMI effective as of the Closing Date.

f. The City offered EMI and its agents, contractors and engineers the opportunity to enter upon the Property for the purpose of inspecting the structural, physical and environmental condition of the Property. EMI elected not to inspect, and not to have its agents, contractors or engineers inspect, the Property.



g. The City agrees not to enter into or consent to any lien, easement, lease, purchase option or other agreement affecting the City's title to the Property or use of the Property from and after the Effective Date until Closing. At Closing, exclusive possession of the Property shall be delivered by the City to EMI, free of all tenancies, leases and occupants. In the event of a breach or default by the City or EMI under this Section 1 prior to Closing, the non-defaulting party shall have a right to terminate this Agreement by written notice to the defaulting party, in which event this Agreement shall be of no further force or effect.

h. EMI acknowledges and agrees that the Property is being conveyed, and, subject to the terms and conditions of this Agreement, EMI agrees to ACCEPT THE PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (COLLECTIVELY, THE "CONDITIONS") OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. EMI acknowledges that EMI is relying solely upon EMI's own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The City has reviewed its files for documentation relating to the Conditions. EMI acknowledges that such review may not have located all documentation relating to the Conditions, and the City is not obligated to locate all such documentation. Furthermore, EMI acknowledges and agrees that the City was not obligated to perform any due diligence for the purpose of determining the Conditions. EMI, on behalf of itself, its successors and assigns, representatives, officers, directors and insurers (i) releases, relinquishes and forever discharges the City and its officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the Conditions, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

## 2. CORRECTIVE ACTION ACTIVITIES.

a. Stage I and II Corrective Action. After Closing, EMI shall perform, at its expense, the activities described in Stages I – II below to address the potential Glidden Contamination.

- i. Stage I – EMI or EMI's environmental contractor will conduct a survey of the Property including digging test pits in order to determine whether there are USTs on the Property in addition to the twelve USTs located on the attached Exhibit B.
- ii. Stage II – EMI or EMI's environmental contractor will remove the twelve USTs described on Exhibit B and will remove any additional USTs on the Property discovered during Stage I. Following the removal of any UST,

EMI or EMI's environmental contractor will conduct confirmatory post-excavation sampling as appropriate given the size of the excavations in accordance with IEPA guidance and backfill the excavations with clean fill from off site.

b. Potential Stage III Corrective Action. To the extent the investigations conducted in Stage I and Stage II (as described above in Sections 1(a)(i) and( ii)) identify soil or groundwater contamination relating to Glidden Contamination on the Property, in excess of Tier I residential standards under the Illinois Tiered Approach to Corrective Action Objectives ("TACO") regulations at 35 IAC 742, EMI shall conduct the activities described below in Stage III in accordance with the standards and procedures described in Section 3 (the "Corrective Action").

i. Stage III – If any sampling during Stages I, II, or III by EMI reveals evidence of Glidden Contamination at the Property, EMI shall conduct an additional investigation and Corrective Action necessary until IEPA issues the NFR Letter for the Property relating to such Glidden Contamination.

3. SCHEDULE. EMI shall begin Stage I no later than 45 (forty-five) days after the Closing. Each subsequent phase shall begin as soon as reasonably practicable after Stage I.

4. CORRECTIVE ACTION STANDARDS AND/OR PROCEDURES.

a. The Corrective Action shall be performed in a good and workmanlike manner and in accordance with applicable federal, state and local laws, regulations, rules, ordinances and other legal requirements.

b. In the event a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, EMI shall ensure that either EMI or the appropriate EMI contractor shall execute and deliver such documents.

c. The Corrective Action shall be conducted using risk-based cleanup using the Illinois TACO regulations at 35 Ill. Admin. Code 742. EMI shall determine the nature of the Corrective Action, with the review and approval of the City and NACC as set forth below. EMI shall be responsible for all regulatory filings relating to the Corrective Action, and shall be entitled to manage the Corrective Action and to fulfill its obligations under this Agreement by using the alternative compliance options provided in the TACO regulations and Illinois law to the extent that they are consistent with the planned future use of the Property for recreational purposes and the limited list of restrictive covenants authorized below in Section 4(c). Subject to these restrictions, EMI shall be entitled to fulfill its obligations under this Agreement in the manner it deems most cost-effective. However, EMI shall obtain the concurrence of NACC and the City, which shall not be unreasonably withheld, regarding the Correction Action in order to ensure that it does not impede NACC's ability to obtain a Comprehensive NFR letter for the Property or interfere with its intended use for outdoor recreational activities.

d. EMI may implement restrictive covenants or Environmental Land Use Controls (collectively "ELUCs") with regard to the Property that do not materially interfere with the

potential future outdoor recreational use of the Property, or with NACC obtaining a Comprehensive NFR letter for the Property. Without limiting the generality of the foregoing, NACC and the City acknowledge that the following ELUCs may be implemented: (i) limiting the use of the Property to outdoor recreational use, (ii) limiting the installation of potable water wells on the Property; (iii) restricting the use of groundwater beneath the Property; (iv) prohibiting the installation of any enclosed structures or buildings or the use or occupancy of any basement or other space extending below the surface of the ground; (v) engineered barriers; (vi) construction worker caution options; and (vii) prohibiting any installation of USTs or use of chlorinated solvents at the Property. EMI shall provide NACC and the City a reasonable opportunity to review and comment upon any ELUCs proposed by EMI and shall obtain their concurrence with the proposed ELUCs prior to their inclusion in any submission by EMI to IEPA.

5. RIGHT OF REVERTER. If EMI fails to perform its obligations under Sections 2 through 4 of this Agreement within sixty (60) days after receipt of a written notice of default from the City, the City may exercise any and all remedies available to it at law or in equity (excluding punitive damages), including the right, but not the obligation, to re-enter and take possession of the Property, terminate the estate conveyed to EMI, record EMI's reconveyance deed, and re-vest title to the Property in the City, and such right, title and interest of EMI in and to the Property shall revert to the City. If title to the Property re-vests in the City pursuant to the right of reverter, EMI shall be responsible for all liens and real estate taxes and assessments which accrued during the period the Property was owned by EMI. EMI will cooperate with the City to ensure that if the City 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 EMI and utility easements. The City's right of reverter shall terminate when the IEPA issues the NFR Letter. Only the City shall have enforcement rights with respect to EMI's obligations under Sections 2-4 of this Agreement. This Section 5 shall survive the Closing.

6. PURCHASE OF PROPERTY BY NACC.

a. If EMI purchases the Property pursuant to Section 1 of this Agreement and the IEPA issues the NFR Letter, EMI agrees to sell and NACC agrees to purchase, the Property, upon and subject to the terms and conditions set forth in this Agreement. The purchase price for the Property shall be One Dollar (\$1.00). EMI shall be entitled to claim a deduction for a charitable contribution equal to the market value of the Property and NACC shall cooperate with EMI with respect to any required documentation associated with such contribution. The Property shall be conveyed pursuant to a quitclaim deed in substantially the same form as the Deed delivered by the City to EMI.

b. The closing of the purchase by NACC (the "NACC Closing") shall occur within thirty (30) days after the IEPA issues the NFR Letter, through an escrow handled by the Title Company. This Agreement shall serve as escrow instructions to the Title Company. If any of the terms of this Agreement are inconsistent with the Title Company's standard conditions of acceptance, the terms of this Agreement shall control. The Title Company is hereby designated as the real estate reporting person in connection with this transaction for the Internal Revenue

Code of 1986, as amended. The parties shall provide all information required by the Title Company to fulfill its reporting obligations hereunder and to report proceeds from the transaction on a Form 1099-S.

c. At the NACC Closing, NACC agrees to accept title to the Property, subject only to real estate taxes and assessments, both general and special, which are a lien, but not yet due and payable ("Taxes"), title matters to which EMI took title, additional title matters that are not a lien and which arose during the course of EMI's ownership and do not unreasonably prevent NACC's use of the Property for outdoor recreational purposes, and the ELUCs.

d. At the NACC Closing, NACC shall be responsible for the cost of any title commitment and survey ordered by NACC, any title policy premium, any recording costs and the Title Company's escrow fees. The legal description used on the deed to NACC shall be the same one used on the Deed delivered by the City to EMI. EMI shall be responsible for any Taxes accrued prior to the NACC Closing (as defined below) and EMI shall be responsible for any Taxes from and after the NACC Closing. Any utilities or similar operating expenses shall be prorated between EMI and NACC effective as of the Closing Date.

e. At the NACC Closing, exclusive possession of the Property shall be delivered by EMI to NACC, free of all tenancies, leases and occupants.

f. In the event of a breach or default by EMI under this Section 6 prior to the NACC Closing, which EMI fails to cure within sixty (60) days after receipt of a written notice of default from NACC, NACC shall have a right, as its sole remedy, to (i) sue EMI for specific performance, which action must be brought within sixty (60) days after EMI's cure period has expired, or (i) terminate this agreement by written notice to EMI, in which event this Agreement shall be of no further force or effect. Notwithstanding the foregoing, the failure of IEPA to issue a NFR Letter shall not constitute a breach or default of this Agreement by EMI. In the event of a breach or default by NACC under this Section 6 prior to the NACC Closing or if for any reason NACC does not purchase the Property after the NFR has been obtained, EMI shall have a right to terminate this Agreement and, at the City's request, which shall be in the City's sole discretion, immediately convey the Property back to the City on the terms and conditions that were contemplated to be applicable to NACC by this Section 6, and all such terms and conditions shall be deemed to be applicable to the City.

g. After the NACC Closing, NACC shall be responsible for any required post-remedial monitoring, maintenance and care required in connection with the focused NFR Letter.

h. In connection with the NACC Closing, NACC acknowledges and agrees that the Property is being conveyed, and, subject to the terms and conditions of this Agreement, NACC agrees to ACCEPT THE PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE CONDITIONS OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. NACC acknowledges that NACC is relying solely upon NACC's own inspection and other due diligence activities and not upon any information (including, without limitation, environmental

studies or reports of any kind) provided by or on behalf of EMI or its agents or employees with respect thereto. Furthermore, NACC acknowledges and agrees that EMI was not obligated to perform any due diligence for the purpose of determining the Conditions. NACC, on behalf of itself, its successors and assigns, representatives, officers, directors and insurers (i) releases, relinquishes and forever discharges the City, and EMI and PPG as successor-in-interest to The Glidden Company, and their related entities, parents, affiliates, predecessors, assigns, officers, directors, shareholders, attorneys, representatives, agents and employees, past, present and future (collectively, the EMI/PPG Parties”), from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the Conditions, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) or claims associated with the Glidden Contamination, (ii) acknowledges that soils in Chicago are frequently impacted by historic environmental contamination and therefore must be properly managed to avoid adverse effects on human health and the environment, and (iii) agrees to indemnify, defend and hold harmless the City and EMI/PPG Parties from any claims, liabilities, penalties, judgments, suits, liens, actions, costs expenses or damages resulting from conduct by NACC that voids the NFR Letter. This Section 6 shall survive the NACC Closing.

7. NO ADMISSION OF LIABILITY. EMI, the City and NACC acknowledge and agree that nothing in this Agreement, or the terms of this Agreement, will constitute, be construed as, or be used as evidence of an admission of any liability or wrongdoing by anyone.

8. UNDERSTANDING OF AGREEMENT; REPRESENTATIONS. EMI, the City and NACC declare that they have read and fully understand the terms of this Agreement. Each of EMI, the City and NACC represent and warrant (a) it has the capacity and authority to execute this Agreement and performs its obligations hereunder, (b) this Agreement represents a valid, binding obligation for it, (c) all action necessary to authorize the execution, delivery and performance of this Agreement by it has been taken and such action has not been rescinded or modified; and (d) it has not worked with a real estate broker, agent or finder who has acted as a procuring cause in connection with the transactions contemplated by this Agreement.

9. AMENDMENTS. Any amendment, alteration, supplement, modification or waiver of this Agreement shall be invalid unless it is made in writing has been signed by EMI, NACC and the City.

10. SEVERABILITY. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect with the provision(s).

11. ASSIGNABILITY. EMI may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The City may not assign this Agreement without the prior written consent of EMI, which consent

shall not be unreasonably withheld, conditioned or delayed. NACC may not assign its rights under this Agreement.

12. MISCELLANEOUS. This Agreement shall be interpreted in accordance with the laws of the State of Illinois. This Agreement sets forth the entire agreement between EMI, NACC and the City. EMI, NACC and the City have each participated in the drafting of this Agreement. No provision of this Agreement shall be construed in favor of or against EMI, NACC or the City due to the presumed authorship of the provision in questions. For the purpose of this Agreement, "Business Day" shall mean any day that is not a Saturday, Sunday or legal holiday in the State of Illinois. If any time period set forth herein ends on a day that is not a Business Day, then such time period shall be automatically extended to the next following Business Day. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. PDF versions of counterparts may be exchanged by electronic mail, each of which shall be deemed an original.

13. NOTICES. Notices provided under this Agreement must be in writing, may be sent by (a) overnight courier with a copy by electronic mail, or (b) registered or certified first class mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To CITY: Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attn: Commissioner

And

Department of Assets, Information and Services  
30 N. LaSalle Street, Room 300  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to:

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

To EMI : Peter Drucker, Esq.  
Director, Legal – Global Health, Safety and Environment &  
Regulatory Affairs  
Akzo Nobel Inc.  
535 Marriott Drive, Suite 500  
Nashville, TN 37214

With a copy to:

Brett Whittleton, PE, PG  
Director Environmental Liability Management  
Akzo Nobel, Inc.  
535 Marriot Drive, Suite 500  
Nashville, TN 37214

Thompson Hine LLP  
3900 Key Center  
127 Public Square  
Cleveland, Ohio 44114  
Attn: Robyn Minter Smyers, Esq. and Heather Richardson, Esq.

To NACC: North Austin Community Center  
415 North Laramie Avenue  
Chicago, Illinois 60644  
Attn: Donnita Travis

With a copy to:

Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, Illinois 60601  
Attn: Graham C. Grady

The parties may designate a different address for receiving notice by giving at least ten (10) business days' written notice to the other party. Notices may be sent by counsel to any party.

14. EFFECTIVE DATE. This Agreement shall be effective as of the Effective Date, and it will terminate after IEPA issues the NFR Letter except as specifically provided in the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the City, EMI and NACC have executed this Agreement, effective as of the Effective Date.

EXPERT MANAGEMENT INC.

NORTH AUSTIN COMMUNITY CENTER

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF CHICAGO

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A to Agreement**  
**Legal Description of Property**

LOTS 1 TO 8 IN BLOCK 4 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTHEAST 114 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

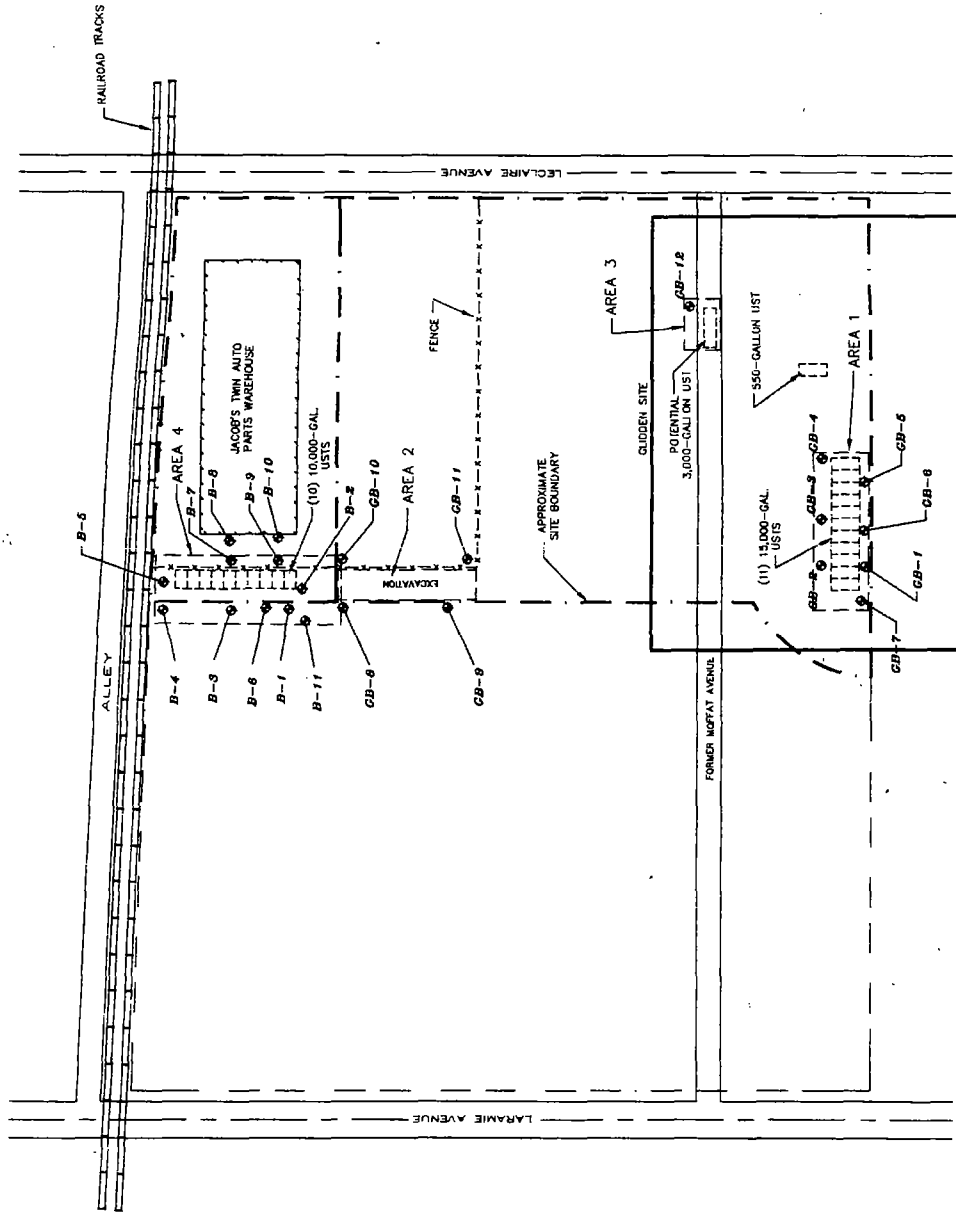
ALL THAT PART OF VACATED WEST MOFFAT STREET LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF VACATED BLOCK 3 IN CRAGIN, AFORESAID; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 3 IN CHICAGO GRAIN COMPANY'S ADDITION TO CHICAGO, AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, AND ALSO HALF OF THE NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5113 Vacant Street, Chicago, Illinois 60639

PROPERTY INDEX NUMBER:   13-33-408-039-0000  
                                  13-33-408-036-0000 (part)

**EXHIBIT B to Agreement**  
**Location of 12 tanks**

[ATTACHED]



LEGEND  
 ◆ SOIL BORING



DATE: 10/6/99	FILE: 5002.5.0038
DRAWN BY: BK	FIGURE NO. 2
CAD FILE: SITEMAP	

**BORING LOCATION MAP**  
 GLIDDEN SITE  
 1830-1856 N. LECLAIRE AVENUE  
 CHICAGO, IL

2777 Finley Road, Suite #4 ATC  
 Downers Grove, Illinois 60515  
 (708) 481-1111

**EXHIBIT C to Agreement  
Form of Quitclaim Deed**

**QUITCLAIM DEED**  
**(vacant land)**

(The Above Space For Recorder's Use Only)

**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), for and in consideration of One Dollar (\$1.00), conveys and quitclaims, pursuant to an ordinance adopted by the City Council of the City (the "**City Council**") on \_\_\_\_\_, 2021, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council of the City for such date, all interest in the real property legally described and identified on Exhibit A attached hereto, to **EXPERT MANAGEMENT INC.**, a Delaware corporation, with a principal business address of 535 Marriott Drive, 5th Floor, Nashville, TN 37214 ("**Grantee**").

Without limiting the quitclaim nature of such deed, such conveyance shall be subject to (i) standard exceptions in an ALTA insurance policy; (ii) general real estate taxes and any special assessments or other taxes; (iii) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (iv) such other title defects as may exist; and (v) any and all exceptions caused by acts of the Grantee or its agents.

[signature page follows]

**IN WITNESS WHEREOF**, the City of Chicago has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by the Mayor and City Clerk, on or as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF CHICAGO,**  
an Illinois municipal corporation

\_\_\_\_\_  
Lori E. Lightfoot,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea M. Valencia,  
City Clerk

**THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); SECTION 3-33-060.B. OF THE MUNICIPAL CODE OF CHICAGO (CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE); AND SECTION 6 (B) OF THE COOK COUNTY REAL PROPERTY TAX ORDINANCE.**

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 Celia Meza, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Lori E. Lightfoot, Mayor, and Andrea M. Valencia, City Clerk of the City, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

THIS INSTRUMENT WAS PREPARED BY:  
Arthur Dolinsky,  
Senior Counsel  
Department of Law, Real Estate Division  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
312-744-8731

MAIL DEED AND TAX BILLS TO:  
Expert Management Inc.  
535 Marriott Drive, 5th Floor  
Nashville, TN 37214

EXHIBIT A to quitclaim deed

Legal Description

LOTS 1 TO 8 IN BLOCK 4 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL THAT PART OF VACATED WEST MOFFAT STREET LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF VACATED BLOCK 3 IN CRAGIN, AFORESAID; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 3 IN CHICAGO GRAIN COMPANY'S ADDITION TO CHICAGO, AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, AND ALSO HALF OF THE NORTH AND SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1, ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5113 Vacant Street, Chicago, Illinois 60639

PROPERTY INDEX NUMBER: 13-33-408-039-0000  
13-33-408-036-0000 (part)



**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:

Expert Management 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:

535 Marriott Drive

Nashville, TN 37214

C. Telephone: 312-613-8684 Fax: Email: [brett.whittleton@akzonobel.com](mailto:brett.whittleton@akzonobel.com)

D. Name of contact person: Brett Whittleton

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):

Purchase and Remediation Agreement for the property located at 5113 Vacant Street Chicago, IL.

G. Which City agency or department is requesting this EDS? Department of Planning & Development

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 checked="" 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:

Delaware

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	(NOTE: See attached officer list)
Brett Whittleton	President	
Peter Drucker	Vice President	
Amy Hartleroad	Vice President	

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
AkzoNobel N.V.	Amsterdam, Netherlands	100% owner of EMI
<a href="https://report.akzonobel.com/2020/ar/servicepages/downloads/files/akzonobel-ar20-entire.pdf">https://report.akzonobel.com/2020/ar/servicepages/downloads/files/akzonobel-ar20-entire.pdf</a>		

**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:

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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.
--	------------------	--	--

Environmental Resource Management / 1701 Golf Rd, Rolling Meadows, IL / Environmental Consultant / \$200,000 (retained)	(estimated)
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(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:

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NA

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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").

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None

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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.

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None

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### 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):

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



**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

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

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

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

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**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:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

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

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

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

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

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and 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.

Expert Management Inc.

\_\_\_\_\_  
(Print or type exact legal name of Disclosing Party)

By: BW November 5, 2021  
(Sign here)

Brett Whittleton

\_\_\_\_\_  
(Print or type name of person signing)

President

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_,

at \_\_\_\_\_ County, \_\_\_\_\_ (state).

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

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

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

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

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

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

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

Yes

No

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

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**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.

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**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](http://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.

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A copy of the 2020 annual report for Akzo Nobel, N.V., can be obtained at [akzonobel-ar20-entire.pdf](#). A copy also is on file with the City's Law Department.





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together:  
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ambition**

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strategy marks  
next phase of  
our journey**

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pioneering  
a world of  
possibilities  
to bring  
surfaces  
to life

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*Leading  
the way in  
sustainability  
with People.  
Planet. Paint.*

# REPORT 20 20

**AkzoNobel**