



Office of the Chicago City
Clerk



O2011-8789

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date: 11/2/2011
Sponsor(s): Emanuel, Rahm (Mayor)
Type: Ordinance
Title: Amendment to terms of previously authorized land transactiona (U2P)
Committee(s) Assignment: Committee on Housing and Real Estate

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 2, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing an amendment to the terms of previously authorized land transactions.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, as described more fully in the Recitals of the Settlement Agreement attached hereto as **Exhibit A** (the "Settlement Agreement"), and in the Real Estate Sales Agreement attached hereto as **Exhibit B** (the "Real Estate Sales Agreement"), the City of Chicago (the "City") and U 2 P Properties, Inc., an Illinois corporation ("U2P") previously entered into that certain Agreement For the Sale and Redevelopment of Land dated July 28, 2003 and recorded in the Recorder's Office of Cook County on December 10, 2003 as document no. 334431149 (the "Redevelopment Agreement"). Pursuant to the Redevelopment Agreement, the City agreed to convey the real property commonly known as 446 – 448 East 47th Street, Chicago, Illinois (the "City Property"), to U2P in consideration of U2P's covenant to construct certain improvements within a specified time period (the "Construction Covenant") on the City Property and on the adjacent property owned by U2P and located at 450 - 454 East 47th Street, Chicago, Illinois (the "U2P Property", together with the City Property, the "Property"); and

WHEREAS, the City's conveyance of the City Property was subject to a retained right of repossession and reverter that was incorporated in the City's quitclaim deed to U2P dated December 17, 2003 and recorded in the Recorder's Office of Cook County on December 29, 2003 as document no. 0336342047 (the "City Deed") in the event of a breach of such Construction Covenant; and

WHEREAS, U2P failed to meet the requirements in the Redevelopment Agreement and the Construction Covenant; and

WHEREAS, in lieu of the City exercising its rights and remedies under the Redevelopment Agreement and the City Deed, the parties engaged in settlement discussions concerning the transfer of both the City Property and the U2P Property to the City. In consideration of U2P's agreement to convey the Property to the City and the City's payment to U2P of the settlement payment set forth in both the Settlement Agreement and Real Estate Sales Agreement, and in order to avoid litigation with respect to the Redevelopment Agreement and the City Deed, the City and U2P have mutually agreed to settle their disputes as more fully described in both the Settlement Agreement and Real Estate Sales Agreement; and

WHEREAS, in view of fair market value for the Property and incurring of certain expenses that shall be credited to the City in relation to the Property, as set forth in term sheet ("Term Sheet") to the Real Estate Sales Agreement and as attached hereto as **Exhibit C**, and in order avoid litigation, U2P has offered to sell the Property to the City, and the City has agreed to acquire the Property, in settlement of their disputes, subject to the terms and provisions of the Settlement Agreement and the Real Estate Sales Agreement; and

WHEREAS, the City, in light of all the attendant circumstances, has determined it to be in the City's best interest to accept such settlement offer; now therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

SECTION 2. The Commissioner of the Department of Housing and Economic Development (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 Settlement Agreement in connection with the Redevelopment Agreement in substantially in the form attached hereto as **Exhibit A** and made a part hereof, and the Real Estate Sales Agreement in substantially the form attached hereto as **Exhibit B**, and such other supporting documents as may be necessary to consummate the City's acquisition of fee title to the Property and to carry out and comply with the provisions of the Settlement Agreement, including, without limitation, the Real Estate Sales Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Settlement Agreement and the Real Estate Sales Agreement.

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

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

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage.

EXHIBIT A TO ORDINANCE

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (this "**Agreement**") is made as of this ___ day of ___, 2011, by and among the **CITY OF CHICAGO**, an Illinois home rule municipal corporation and home rule unit of government (the "**City**"), acting by and through its Department of Housing and Economic Development ("**DHED**") and **U 2 P PROPERTIES, INC.**, an Illinois corporation (the "**Developer**") with its offices located at 234 East 51st Street, Chicago, Illinois 60615. The City and Developer individually are referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS

A. The City and the Developer previously entered into that certain Agreement For the Sale and Redevelopment of Land dated July 28, 2003 and recorded in the Recorder's Office of Cook County on December 10, 2003 as document no. 0334431149 (the "**Redevelopment Agreement**").

B. Pursuant to the Redevelopment Agreement, the City, by its quitclaim deed dated December 17, 2003 and recorded in the Recorder's Office of Cook County on December 29, 2003 as document no. 0336342047 (the "**City Deed**"), previously conveyed to the Developer the real property commonly known 446-448 East 47th Street, Chicago Illinois, as more particularly described on Exhibit A to this Agreement (the "**City Property**"), in consideration of the Developer's payment to the City of Fifty-Eight Thousand Five Hundred and No/100 Dollars (\$58,500) (the "**Original Purchase Price**").

C. The Redevelopment Agreement and the City Deed obligated the Developer to construct certain improvements ("**Improvements**") on the City Property and on the adjacent real estate owned by the Developer located at 450-452 East 47th Street, Chicago, Illinois, legally described on Exhibit B attached hereto (such real estate, the "**Developer Property**," and collectively, with the City Property, the "**Property**").

D. In lieu of the City exercising its rights and remedies under the Redevelopment Agreement and the City Deed, the parties have engaged in settlement discussions concerning the transfer of both the City Property and the Developer Property to the City. In consideration of the Developer's agreement to convey the Property to the City and the City's payment to Developer of the settlement payment hereinafter described, and in order to avoid litigation with respect to the Redevelopment Agreement and the City Deed, the City and Developer have had the benefit of their respective counsel in negotiating a settlement, and pursuant to a meeting held on September 21, 2011, the Parties have mutually agreed to settle their disputes as more fully described in this Agreement.

E. The City Council of the City of Chicago (the "**City Council**"), pursuant to an ordinance adopted on _____, 2011 and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date, authorized the acquisition of the Property, subject to the execution and delivery of this Agreement and the Real Estate Sales Agreement, as defined herein; and

F. The Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement and the Real Estate Sales Agreement will be of mutual benefit to the Developer and the City.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above Recitals, which are hereby incorporated herein and made a part hereof, the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance of Property to City. Simultaneous with the execution of this Agreement, the City and the Developer agree to execute the Real Estate Sales Agreement (the "**Real Estate Sales Agreement**") in the form attached hereto and made a part hereof as **Exhibit C** and to immediately consummate the conveyance of the Property to the City pursuant to the terms of such Real Estate Sales Agreement.

2. Settlement Payment. Simultaneous with the execution of this Agreement and the conveyance of the Property (which includes the Developer Property) to the City pursuant to the terms of such Real Estate Sales Agreement, the City shall pay Developer the City's appraised fair market value of the Property in the amount of Eighty Four Thousand and No/100 Dollars (**\$84,000**), less the City Credits (as defined in the Real Estate Sales Agreement) (the "**Settlement Payment**").

3. Termination of Certain Agreements. Upon the recording of the Special Warranty Deed (as defined in the Real Estate Sales Agreement), the obligations of Developer under the Redevelopment Agreement and the City Deed shall terminate.

4. Release by City. The City, subject to receipt and recording of the Special Warranty Deed, and, in consideration of the conveyance of the Property by the Developer to the City, hereby releases and forever discharges Developer and Developer's past, present or future shareholders, partners, employees, directors, officers, parent companies, subsidiaries, affiliated corporations, estates, heirs, executors, administrators, trustees, successors, assigns, beneficiaries, consultants, attorneys, agents, representatives, and elected and appointed officials (collectively, the "**Related Parties**") from any and all claims, obligations, contracts, causes of action, costs and damages of any kind, nature or type or description relating to the Redevelopment Agreement and the Special Warranty Deed, except that, notwithstanding the foregoing, the Developer shall continue to be liable for the Developer Liabilities, as defined herein, and for the surviving obligations specified in the Real Estate Sales Agreement, if any.

5. Release of City by Developer and Developer's Affiliate. Developer, on behalf of itself and its affiliates, in consideration of the Settlement Payment, hereby releases and forever discharges the City and all of its past, present or future, employees, directors, officers, affiliated corporations, estates, heirs, executors, administrators, trustees, successors, assigns, beneficiaries, consultants, attorneys, agents, representatives, and elected and appointed officials (the "**City Related Parties**") from any and all claims, obligations, contracts, causes of action, costs and damages of any

kind, nature or type or description, mechanic's liens ("**Developer Liabilities**"), including, but not limited to, any and all such Developer Liabilities, including but not limited to those Developer Liabilities associated with Scott Construction d/b/a KLY Development and Lions General Contractors, as relating to the Redevelopment Agreement and the Special Warranty Deed.

6. Advice of Counsel The Parties respectively acknowledge that they have been represented by counsel of their own choice during the negotiations which preceded the execution of this Agreement and the Real Estate Sales Agreement, and that such documents have been executed with the consent and on the advice of such legal counsel. The Parties further respectively recognize that they are executing and delivering this Agreement and the Real Estate Sales Agreement, intending to be legally bound by the terms and provisions thereof, of their own free will, without promises or threats or the exertion of duress upon them. Developer shall be responsible for all of its legal fees, costs and expenses.

7. No Assignment. The Parties respectively represent and warrant that they have not assigned or otherwise transferred any interest of any kind in any past, present or future claims released herein and they agree that they will not do so in the future. Any Party against whom a claim is made arising from any such assigned or transferred claim, and/or Developer Liabilities shall have all remedies against the breaching assignor or transferor as are provided by law, and, in any event, for reimbursement of all monies expended by any Party hereto against whom such a claim is made in the defense or payment of any such claim(s)(including without limitation reasonable attorneys' fees, expenses and costs).

8. Authority. Each Party executing this Agreement and the Real Estate Sales Agreement represents and warrants that (a) it has taken all actions necessary and has full authority to execute such documents and the other documents incident thereto and to perform all of its obligations set forth therein; (b) the performance of such obligations will not conflict with any other agreements to which it is a party or by which it is bound; and (c) this Agreement and the Real Estate Sales Agreement are the legal, valid and binding obligation of such party and is intended to be enforceable in accordance with its terms. Each Party executing this Agreement and the Real Estate Sales Agreement further represents and warrants that no third party consents are required to enter into this Agreement or the Real Estate Sales Agreement, or, in the event third party consents are required, that each Party has obtained all required consents, releases of lien and similar approvals which shall release its lien as part of the conveyance transaction, and any other lender or lien claimant.

9. Successor and Assigns. This Agreement and the Real Estate Sales Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the Parties hereto and each of their respective heirs, legal representatives, affiliates, successors and assigns.

10. Entire Agreement; Amendment. This Agreement and the Real Estate Sales Agreement embody the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. Neither

the Agreement nor the Real Estate Sales Agreement may be modified or amended in any manner other than by supplemental written agreement executed by the parties.

11. Waiver. None of the Parties hereto shall be deemed to have waived any right, power or privilege under this Agreement or the Real Estate Sales Agreement unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of any Party hereto to enforce any provision of this Agreement or the Real Estate Sales Agreement shall in no way be construed as a waiver of such provision or a right of such Party to thereafter enforce such provision or any other provision of this Agreement

12. Governing Law This Agreement and the Real Estate Sales Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws provisions.

13. Construction of Agreement and Real Estate Sales Agreement. This Agreement and the Real Estate Sales Agreement shall not be construed more strictly against one Party than against any other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that all Parties hereto have contributed substantially and materially to the preparation of this Agreement and the Real Estate Sales Agreement.

14. Severability. If any provision of this Agreement or the Real Estate Sales Agreement is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either Party of any material benefit intended to be provided by this Agreement and the Real Estate Sales Agreement, the remaining provisions of this Agreement and/or the Real Estate Sales Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

15. Captions. The captions of this Agreement and the Real Estate Sales Agreement are for convenience of reference only and do not in any way limit or amplify the terms hereof.

16. Counterparts This Agreement and the Real Estate Sales Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed any original, but all of which shall together constitute one and the same single, binding, valid and enforceable agreement.

17. Defined Terms. All initially capitalized terms not defined in this Agreement or the Real Estate Sales Agreement shall have the meaning given to such terms in the Redevelopment Agreement.

18. Prevailing Party. In case any Party to this Agreement or the Real Estate Sales Agreement shall, without fault on its part, be made a Party to any litigation commenced by or against the other in relation to this Agreement or Real Estate Sales Agreement, then such other Party shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the other in connection with such litigation. The losing party, which shall be the Party against whom a judgment has been obtained for which appeals have expired or the Party acknowledging in writing it is the losing Party, shall

also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the prevailing Party in enforcing any of the losing Party's covenants and agreements in this Agreement or the Real Estate Sales Agreement. Such costs, expenses and reasonable attorneys' fees shall be paid for upon demand

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF CHICAGO, a home rule municipal corporation, acting by and through its Department of Housing and Economic Development

By: _____
Name: Andrew J. Mooney
Its: Commissioner

Developer:

U 2 P PROPERTIES, INC.,
an Illinois corporation

By: _____
Name: _____
Its: _____

EXHIBIT A
Legal Description of the City Property
(Subject to Title Commitment and Survey)

THE WEST 35 FEET OF THE SOUTH 82.5 FEET OF OT 9 IN BLOCK 2 IN SNOW AND DICKERSON'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 446-48 East 47th Street
Chicago, Illinois 60653

Property Index No.: 20-03-422-027-0000

EXHIBIT B
Legal Description of the Developer Property
(Subject to Title Commitment and Survey)

THE EAST 52.15 FEET OF THE WEST 87.15 FEET OF THE SOUTH 82.5 FEET OF LOT 9 IN BLOCK 2 IN SNOW AND DICKERSON'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 450-454 East 47th Street
Chicago, Illinois 60653

Property Index No.: 20-03-422-028-0000

EXHIBIT C

Form of Real Estate Sales Agreement

(See Attachment)

**EXHIBIT B TO ORDINANCE
REAL ESTATE SALES AGREEMENT**

REAL ESTATE SALES AGREEMENT

This **REAL ESTATE SALES AGREEMENT** ("**Agreement**") is made this _____ day of _____, 2011, by and between **U 2 P PROPERTIES INC.**, an Illinois corporation ("**Seller**"), having an address of 234 E. 51st Street, Chicago, IL 60615 and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("**City**"), acting by and through its Department of Housing and Economic Development, having its principal offices at City Hall, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602. The City and Developer individually are referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the City and the Seller previously entered into that certain Agreement For the Sale and Redevelopment of Land dated July 28, 2003 and recorded in the Recorder's Office of Cook County on December 10, 2003 as document no. 0334431149 (the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the City, by its quitclaim deed dated December 17, 2003 and recorded in the Recorder's Office of Cook County on December 29, 2003 as document no. 0336342047 (the "**City Deed**"), previously conveyed to the Seller the real property commonly known 446-448 East 47th Street, Chicago Illinois; and

WHEREAS, the Redevelopment Agreement and the City Deed obligated the Seller to construct certain improvements ("**Improvements**") on the City Property and on the adjacent real estate owned by the Seller located at 450-452 East 47th Street, Chicago, Illinois (the "**Seller's Property**," and collectively, with the City Property, the "**Property**"); and

WHEREAS, Seller is the current owner of both adjacent parcels of real property comprising the Property, namely 446-452 E. 47th Street, Chicago, IL 60653, as legally described on **Exhibit A** attached hereto; and

WHEREAS, pursuant to the terms and conditions of that certain Settlement Agreement by and between Seller and the City of even date herewith ("**Settlement Agreement**"), the City desires to purchase the Property from Seller and Seller desires to sell all of Seller's right, title and interest in and to the Property, and all appurtenant rights, privileges, and easements belonging or in any way relating thereto, to the City upon the terms and conditions described in this Agreement and the Settlement Agreement, and as reflected in the Term Sheet ("**Term Sheet**") attached hereto as **Exhibit B**; and

WHEREAS, on September 21, 2011, the Parties, along with their respective counsel, met to discuss the terms and conditions of this Agreement and the Settlement Agreement and reached a final mutual agreement of the terms set forth in the Term Sheet;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties hereto, each of them hereby covenants and agrees with the other as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitations set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. REPRESENTATIONS AND WARRANTIES.

A. Representations and Warranties of Seller. To induce the City to execute this Agreement and perform the obligations of the City hereunder, the Seller hereby represents and warrants to the City that:

- i. No litigation, proceedings, or any claims, obligations, contracts, causes of action, costs, damages of any kind, nature or type or description, and/or mechanic's lien ("Developer Liabilities"), including but not limited to any and all Developer Liabilities associated with Scott Construction d/b/a KLY Development, and Lions General Contractors, are unresolved, pending or threatened against the Property, Seller, or any party controlling or controlled by Seller which could affect the ability of Seller to perform its obligations in accordance with the terms of this Agreement and Settlement Agreement.
- ii. The execution, delivery and performance by Seller of this Agreement and the Settlement Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement which may affect the Property, or any portion thereof, to which Seller or any party controlling or controlled by Seller is a party or may be bound or affected, or a violation of any law or court order which may affect the Property, any portion thereof, any interest therein or the use thereof.
- iii. Seller has full power and authority to execute and deliver this Agreement and Settlement Agreement and perform its obligations set forth therein.
- iv. Seller, and/or any of its officers, directors, shareholders, agents, employees, heirs, agents holding Power of Attorney authority, executors, administrators, trustees, successors, assigns, beneficiaries, consultants, attorneys ("Seller Related Parties") has no knowledge, nor has received any notice, or is unaware of any conduct that the current use or operation of the Property violates:
(i) any statute, law, regulation, rule, ordinance or executive or

judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Property or any part thereof.

- v. Except for mortgages and other similar liens, if any, all of which shall be satisfied by the payment of money by the Seller before or at the Closing (as defined in Section 4.a., below), and except for general real estate taxes not yet due and payable, Seller, or any of its Seller Related Parties, has not (A) granted, suffered or permitted any Developer Liabilities or encumbrances upon the Property or any portion thereof that will not be removed at or before the Closing Date, (B) permitted or suffered any levy, attachment, claim or restraint to be made affecting the Property that will not be removed at or before the Closing Date, or (C) executed any leases, licenses or use agreements for the Property which will not be terminated at or before the Closing Date, so as to enable Seller to convey good, marketable, and clean title to the Property to the City free and clear of any and all such Developer Liabilities, encumbrances and agreements.
- vi. Seller shall provide to the City at closing a special warranty deed for the subject Property (the "**Special Warranty Deed**"), subject only to general real estate taxes not yet due and payable, and any recorded utility easements, as may be approved in the City's sole discretion.

B. Representations and Warranties of the City. To induce Seller to execute this Agreement and perform the obligations of Seller hereunder, the City hereby represents and warrants to Seller as follows:

- i. The execution of this Agreement and the Settlement Agreement by the City and the performance of its obligations hereunder have been authorized by an ordinance adopted by the City Council of the City of Chicago on _____, 2011.
- ii. The performance by the City of its obligations hereunder will not violate any other agreement to which the City is a party or any court order or decree by which the City is bound.

C. Condition of Property. City acknowledges that the City is purchasing the Property in "as is" condition, subject to Section 6 hereof.

D. Survival of Representations and Warranties. The Parties agree that all of their respective representations and warranties set forth in this Section 2 or elsewhere in this Agreement are true as of the date of this Agreement and will be true at Closing and shall survive the Closing. The continued accuracy and survival of such

representations and warranties shall be a condition precedent to the obligation of the Parties to close the transaction contemplated by this Agreement.

SECTION 3. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement and Settlement Agreement, the City agrees to purchase the Property from Seller, and Seller agrees to sell the Property to the City for the sum of the Parties' agreed upon value of **Eighty Four Thousand and No/100 Dollars** (\$84,000) (the "**Purchase Price**"), **LESS** the following items to be credited to the City from the Purchase Price ("City Credits"), all as more fully described in the Term Sheet:

- (1) the non-metered commercial amount for unpaid water and sewer charges on the City Property in the amount of \$7,260.30, from November, 2003 through September, 2011;
- (2) the non-metered commercial amount for unpaid water and sewer charges on the Developer Property in the amount of \$12,287.68, from May, 2001 through September, 2011;
- (3) Penalty charges for failing to meet the City residency requirements in City's Redevelopment Agreement in the amount
of
\$ 9,909.13

In addition to the City Credits, the Seller shall forfeit the performance deposit amount of \$2,925.00 held by the City as a penalty for failing to meet the MBE/WBE requirements in the RDA.

SECTION 4. CONVEYANCE OF PROPERTY.

A. The Closing. The closing of the transaction contemplated by this Agreement ("**Closing**") shall take place at the downtown offices of Greater Illinois Title Company ("**Title Company**"), no earlier than thirty (30) days after the passage and approval by the City Council of the ordinance approving the Settlement Agreement and this Agreement, or at such other place and date as the Parties may mutually agree to in writing. The date upon which the transaction contemplated by this Agreement is to close is hereinafter called the "**Closing Date**".

B. Escrow. The Property shall be conveyed to the City pursuant to the Special Warranty Deed and otherwise in accordance with this Agreement and the Settlement Agreement pursuant to customary deed and money escrow instructions, if any, utilized by the Title Company, with such special instructions as may be required to conform such instructions to this Agreement and the Settlement Agreement. In the event of any conflict between the escrow instructions and this Agreement, the terms of this Agreement and the Settlement Agreement shall prevail. The cost of the escrow shall be paid by the Seller.

C. Title commitment and Insurance. Seller agrees to provide copies to the City and the Title Company of all agreements, liens, claims and encumbrances not less

than thirty (30) days prior to the Closing Date. In the event Seller is unable to deliver title to the City by the Closing Date free and clear of all such agreements, Developer Liabilities, and encumbrances, the City may elect, in its sole discretion, to one or more of the following: (a) grant an extension of time to Seller for such period of time that the Parties deem necessary for Seller to remove the unpermitted exceptions; (b) reduce the Purchase Price due Seller in amounts necessary for the payment and release of any unpermitted exceptions and accept title to the Property subject to any remaining unpermitted exceptions; or (c) terminate this Agreement and the Settlement Agreement by written notice to Seller if the Seller fails to cure any such matters within fifteen (15) days after the City has advised Seller of the unpermitted exceptions. The Seller shall bear the cost and expense of the Title Commitment, any later date commitment, extended coverage, and an ALTA Owner's Policy as of the Closing Date, insuring fee simple title in the Property to the City. The City may, at its expense, obtain such additional endorsements to the title policy as it deems necessary.

D. Survey. The Seller shall be responsible for obtaining, at Seller's sole expense, a current ALTA survey of the Property ("Survey"). Seller shall deliver a current Survey of the Property to the City not less than fourteen (14) days before the Closing Date.

E. Utilities; Tax Prorations. At the Closing, Seller shall deliver evidence from the local governmental authority and other appropriate utility companies disclosing that all water, sewer, and other utility bills have been paid in full through the Closing Date. General real estate taxes not yet due or payable shall be prorated as of the Closing Date at the rate of 110% based on the most recent 2010 (payable in 2011) real estate tax bills for the Property. Such prorations shall be final and unadjustable.

F. Brokers. The Parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with by them that would be entitled to a broker's commission or finder's fee in connection with the sale of the Property. In the event that any claim is asserted for such commission or fee, the Party deemed to be responsible for such engagement shall indemnify, defend and hold the non-responsible Party harmless and agrees to defend the non-responsible (including reasonable attorney fees and court costs) against any such claim.

G. Compliance with Applicable Laws. The Parties shall comply with all applicable federal, state and local laws and regulations governing the sale of the Property.

H. Condition of Possession. Seller shall immediately turn over possession of the Property to the City at the Closing.

SECTION 5. CONDITIONS TO CLOSING.

The obligation of the City to consummate the transaction contemplated in this Agreement is subject to the following conditions, any of which may be waived by the City on or before the Closing Date:

- (a) The Property shall not have been adversely affected in any material way as a result of any condemnation, fire, flood, act of God, unavoidable cause, accident or other casualty.
- (b) There shall be no third party or governmental administrative actions, litigation, claims or governmental proceedings (together, the "Actions") and/or Developer Liabilities of any kind pending or threatened against Seller or the Property that would adversely affect the value of the Property and the Seller's ability to transfer the Property to the City free and clear of all Actions, agreements, Developer Liabilities, and encumbrances.
- (c) There shall have occurred no material adverse change to any aspect of the Property.
- (d) Seller shall have performed all of its respective obligations and covenants that are to be performed prior to the Closing.
- (e) That this Real Estate Sales Agreement and the Settlement Agreement, both consistent with the Term Sheet, were approved by the City Council of the City of Chicago on _____, 2011, and published in the Journal of Proceedings of the City Council for such date at pages ____ through _____.

SECTION 6. ENVIRONMENTAL MATTERS.

A. **Representations and Warranties.** Seller hereby represents and warrants to the City to the best of its knowledge that during Seller's period of ownership of the Property:

- i. The Property has been at all times and is currently in compliance with all Environmental Laws (as defined herein), and that no Hazardous Materials (as defined herein) have been generated at, treated at, stored at, disposed of, released into, or deposited upon or below the surface of the Property by Seller. As used herein, the term "**Hazardous Materials**" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under the Atomic Energy Act (42 U.S.C. §2011, et seq.), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous material, hazardous waste, toxic substance or contaminant (or comparable term) under any federal, state or local environmental laws. As used herein, the term "**Environmental Laws**" means all laws relating to environmental matters including, without limitation, those

relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials and to the generation, use, storage, transportation or disposal of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. §2601 et seq.), the Safe Drinking Water Act (42 U.S.C. §300f-§300j-11 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.), and the Municipal Code of the City of Chicago, each as heretofore and hereafter amended or supplemented prior to the date of this Agreement, and any local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability standards of conduct concerning any Hazardous Material or special wastes or by the federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

- ii Seller has received no notice that the current use of the Property violates any Environmental Law
- iii. Seller has never used the Property as a landfill or a waste dump or otherwise disposed of any construction debris, paint, waste or Hazardous Materials on the Property.

B. Survival of Representations and Warranties. Seller agrees that the representations and warranties set forth in this Section 6 or elsewhere in this Agreement are true as of the execution date and will be true at Closing and shall survive the Closing Date.

SECTION 7. CITY'S RIGHT TO ENTER THE PROPERTY.

Seller shall permit the City or its authorized representatives, agents and contractors to enter onto the Property prior to the Closing Date, so long as any such entry does not disturb the use of the Property by Seller or any occupant of the Property and is made during reasonable business hours and so long as such entry is

accompanied by a representative, agent or employee of Seller for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on the Property as the City shall reasonably deem necessary. The City shall require any party hired by the City to perform such inspections and tests to maintain liability insurance in amounts and coverages reasonably acceptable to Seller. The City shall promptly repair and restore the Property to the same condition as existed immediately prior to such entry if such entry resulted in any damage thereto.

SECTION 8. REMEDIES.

A. Time is of the Essence. The Parties agree that time is of the essence in the performance of their obligations under this Agreement and the Settlement Agreement and every provision therein in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Breach. In the event of a default by a Party in the performance of its obligations under this Agreement and the Settlement Agreement, such Party upon written notice from the other Party, shall immediately proceed to cure or remedy such default within a 30 day cure period from the non-defaulting Party's delivery of such notice. If the default is not capable of being cured within the thirty day cure period, then provided the applicable defaulted Party has commenced to cure the default and is diligently proceeding to cure the default within the thirty day cure period, and thereafter diligently prosecutes such cure through to completion, then the thirty day cure period shall be extended for the length of time that is reasonably necessary to cure the default.

In the event of a default by Seller that has not been cured within the time set forth herein, the City may terminate this Agreement and the Settlement Agreement by giving written notice thereof to Seller and the City may, but is not obligated to, institute such proceedings at law or in equity as may be desirable in its sole discretion to remedy the default, including but not limited to, proceedings to compel specific performance. In the event of a default by the City that has not been cured within the time set forth herein, Seller may terminate this Agreement and the Settlement Agreement by giving written notice thereof to the City, and may institute such proceedings at law or in equity as may be desirable in its sole discretion to remedy the default, including but not limited to, proceedings to compel specific performance.

C. Waiver and Estoppel. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said Party of or limit such rights in any way. No waiver made by either Party with respect to any specific default by the other Party shall be construed, considered or treated as a waiver of the rights of said Party with respect to any other defaults of the other Party.

SECTION 9. BUSINESS RELATIONSHIPS.

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

SECTION 10. PATRIOT ACT CERTIFICATION.

The Seller represents and warrants that neither the Seller nor any Affiliate thereof (as defined in the next paragraph) 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 law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Seller that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Seller, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 11. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

Seller agrees that Seller, any person or entity who directly or indirectly has an ownership or beneficial interest in Seller of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Seller's contractors (i.e., any person or entity in direct contractual privity with Seller 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 (Seller and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement and Settlement Agreement by Seller, (ii) while this Agreement, Settlement Agreement, or any Other Agreement is executory, (iii) during the term of this Agreement, Settlement Agreement, or any Other Agreement between Seller and the City, or (iv) during any period while an extension of this Agreement, Settlement Agreement, or any Other Agreement is being sought or negotiated.

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

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

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

Seller agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, Settlement Agreement, and under any Other Agreement 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, Settlement Agreement under any Other Agreement, at law and in equity. This provision amends any Other Agreement and supersedes any inconsistent provision contained therein.

If Seller intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement and the Settlement Agreement, the City may elect to decline to close the transaction contemplated by this Agreement and the Settlement Agreement.

For purposes of this provision:

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

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

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither Party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) 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
- (E) 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. a 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.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 12. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 *et seq.* of the Municipal Code, the Seller acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Seller agrees to abide by the provisions of Chapter 2-26-010 *et seq.*

SECTION 13. PROVISIONS NOT MERGED WITH DEED.

The provisions of this Agreement and Settlement Agreement shall not be merged with the Special Warranty Deed, and the Special Warranty Deed shall not be deemed to affect or impair the provisions of this Agreement or the Settlement Agreement.

SECTION 14. INCORPORATION OF SETTLEMENT AGREEMENT.

The terms and conditions of the Settlement Agreement are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties. Without limiting the generality of the foregoing, such terms and conditions shall include, but not be limited to, the "boilerplate" provisions in Sections 6 through 18 of the Settlement Agreement, applicable both to the Settlement Agreement and this Agreement.

SECTION 15. 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 Seller: U 2 P Properties Inc.
234 51st Street
Chicago, IL 60615

with a copy to: William A. Miceli
Miner, Barnhill & Galland, P.C.
14 W. Erie
Chicago, IL 60654

If to the City: Department of Housing and Economic Development
Room 1000, City Hall
121 North LaSalle
Chicago, Illinois 60602
Attn: Mary Bonome, Deputy Commissioner

with a copy to: Department of Law, Real Estate Division
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the 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

SECTION 16. FURTHER ASSURANCES.

The Parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonable to consummate the transaction contemplated in this Agreement and the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:

U 2 P PROPERTIES INC.,
an Illinois corporation

By: _____
Name: _____
Its: _____

CITY:

CITY OF CHICAGO, a municipal corporation,
acting by and through its Department of Housing
and Economic Development

By: _____
Name: Andrew J. Mooney
Its: Commissioner

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Acting Commissioner of the Department of Housing and Economic Development of the City of Chicago, a 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 being first duly sworn by me acknowledged that he signed and delivered the instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be _____ of U 2 P Properties 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 _____ signed and delivered the instrument, pursuant to authority given by such corporations, as _____ free and voluntary act and as the free and voluntary act and deed of U2P, for the uses and purposes set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.

Notary Public

EXHIBIT A
Legal Description
(Subject to Title Commitment and Survey)

PARCEL ONE:

THE WEST 35 FEET OF THE SOUTH 82.5 FEET OF OT 9 IN BLOCK 2 IN SNOW AND DICKERSON'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 446-48 East 47th Street
Chicago, Illinois 60653

Property Index No.: 20-03-422-027-0000

PARCEL TWO:

THE EAST 52.15 FEET OF THE WEST 87.15 FEET OF THE SOUTH 82.5 FEET OF LOT 9 IN BLOCK 2 IN SNOW AND DICKERSON'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 450-52 East 47th Street
Chicago, Illinois 60653

Property Index No.: 20-03-422-028-0000

EXHIBIT B
TERM SHEET FOR THE SALE OF
446 - 452 EAST 47TH STREET, CHICAGO, ILLINOIS

Property: 446 - 452 East 47th Street, Chicago, Illinois

Property Owner: U 2 P Properties, Inc. ("Seller")

Purchaser: City of Chicago ("City")

Agreement: Purchase of Property shall be subject to a Settlement Agreement

Purchase Price: Fifty Four Thousand Five Hundred Forty Two and 89/100 Dollars (\$54,542.89), plus closing costs, to be paid on the closing date, which such \$54,542.89 is comprised of:

The Parties' agreed upon value of the Property in the amount of Eighty Four Thousand and No/100 Dollars (\$84,000.00), **LESS**

- (1) the non-metered commercial amount for unpaid water and sewer charges on the City Property in the amount of \$7,260.30, from November, 2003 through September, 2011;
- (2) the non-metered commercial amount for unpaid water and sewer charges on the Developer Property in the amount of \$12,287.68, from May, 2001 through September, 2011;
- (3) Penalty charges for failing to meet the City residency requirements in City's Redevelopment Agreement in the amount of \$9,909.13

In addition to the City Credits, the Seller shall forfeit the performance deposit amount of \$2,925 00 held by the City as a penalty for failing to meet the MBE/WBE requirements in the RDA.

Closing Date: Closing to occur at a date mutually agreed to by the Parties. City and Seller to execute any other documents necessary and proper for such closing.

Purpose and Use of Property: Property is comprised of two (2) vacant adjacent parcels.

Future Use of Property: City shall utilize the Property for future development.

Title Insurance: Not less than thirty (30) days prior to the Closing date, the Seller shall deliver to City, as Purchaser, a commitment for title

insurance in the amount of the purchase price showing marketable title in the Seller.

Survey:

Not less than fourteen (14) days before the Closing Date, the Seller shall deliver to City, as Purchaser, an Alta survey in the form of ALTA/ACSM land title survey, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, of the Property.

**EXHIBIT C TO ORDINANCE
TERM SHEET FOR THE SALE OF
446 - 454 EAST 47TH STREET, CHICAGO, ILLINOIS**

Property: 446 - 454 East 47th Street, Chicago, Illinois

Property Owner: U 2 P Properties, Inc. ("Seller")

Purchaser: City of Chicago ("City")

Agreement: Purchase of Property shall be subject to a Settlement Agreement and Real Estate Sales Agreement negotiated between the City and Seller.

Purchase Price: Fifty Four Thousand Five Hundred Forty Two and 89/100 Dollars (\$54,542.89), plus closing costs, to be paid on the closing date, which such \$54,542.89 is comprised of:

The Parties' agreed upon value of the Property in the amount of Eighty Four Thousand and No/100 Dollars (\$84,000.00), **LESS**

(1) the non-metered commercial amount for unpaid water and sewer charges on the City Property in the amount of \$7,260.30, from November, 2003 through September, 2011;

(2) the non-metered commercial amount for unpaid water and sewer charges on the Developer Property in the amount of \$12,287.68, from May, 2001 through September, 2011;

(3) Penalty charges for failing to meet the City residency requirements in City's Redevelopment Agreement in the amount of \$ 9,909.13

In addition to the City Credits, the Seller shall forfeit the performance deposit amount of \$2,925.00 held by the City as a penalty for failing to meet the MBE/WBE requirements in the RDA.

Closing Date: Closing to occur at a date mutually agreed to by the Parties. City and Seller to execute any other documents necessary and proper for such closing.

Purpose and Use of Property: Property is comprised of two (2) vacant adjacent parcels.

Future Use of Property: City shall utilize the Property for future development.

Title Insurance: Not less than thirty (30) days prior to the Closing date, the Seller shall deliver to City, as Purchaser, a commitment for title insurance in the amount of the purchase price showing marketable title in the Seller.

Survey:

Not less than fourteen (14) days before the Closing Date, the Seller shall deliver to City, as Purchaser, an Alta survey in the form of ALTA/ACSM land title survey, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, of the Property.

**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:

U 2 P PROPERTIES 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 holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

3. a legal entity with a right of control (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: 234 E. 51ST STREET
CHICAGO, IL 60615

C. Telephone: 773-538-9767 Fax: 773-538-9768 Email: upiparr@aol.com

D. Name of contact person: SAMMIE PARR

E. Federal Employer Identification No. (if you have one) [REDACTED]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SALE OF PROPERTY AT 446-454 E. 47TH STREET

G. Which City agency or department is requesting this EDS? DEPT. OF HOUSING ; ECONOMIC 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:

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

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

ILLINOIS

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>SAMMIE PARR JR</u>	<u>CEO/SECRETARY</u>
<u>CAROLYN HOWARD</u>	<u>PRESIDENT</u>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. 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: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
SAMMIE PARR, JR	234 E. 51 ST STREET, CHICAGO IL 60615	100%

SECTION III – BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(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, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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.
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RETAINED

MINER, BARNHILL, GALLAND, P.C. 14 W. ERIE CHICAGO IL 60654 ATTORNEY \$38,000 EST.
ENGAGED FOR JOINT REPRESENTATION WITH SAMMIE PARR, JR.

(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 Municipal Code 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. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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.

3. The certifications in subparts 3, 4 and 5 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, 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.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. 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.

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 Section 2-32-455(b) of the Municipal Code.

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 Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. 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 Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, 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 INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: 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., 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 interest and identify the nature of such interest:

Name	Business Address	Nature of 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 paragraph 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 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 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".

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

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 – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances 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 the applicable ordinances.

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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

Other than previously disclosed to the City of Chicago,

F.1. ^ The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

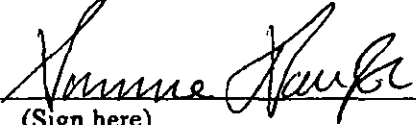
F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

V 2 P PROPERTIES INC
(Print or type name of Disclosing Party)

By: 
(Sign here)

SAMMIE PARR, JR.
(Print or type name of person signing)

SECRETARY
(Print or type title of person signing)

Signed and sworn to before me on (date) 6/23/11
at COOK County, ILL (state).

 Notary Public.

Commission expires: 3/30/12

**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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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 percent 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.
