



# City of Chicago



O2015-6213

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	7/29/2015
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Execution of seventy-five year ground lease with Elderly Housing Development and Operations Corporation (EHDOC)
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

HSG-



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

July 29, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a seventy-five year ground lease with EHDOC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby Find that there exists within the City a serious shortage of decent, safe and sanitary senior rental housing available to persons of very low income; and

**WHEREAS**, the City has determined that the continuance of a shortage of affordable senior rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

**WHEREAS**, the City is the owner of fee simple title of the real property known as North Park Village Campus located in the City of Chicago, Illinois known as 5801 North Pulaski Drive (the "Campus"); and

**WHEREAS**, the City, by and through its Department of Planning and Development ("DPD") and the Department of Fleet and Facility Management ("Fleet"), desire to lease to **EHD OC J. MICHAEL FITZGERALD CHARITABLE CORPORATION**, an Illinois not-for-profit corporation, having an office at c/o Elderly Housing Development and Operations Corporation, 1580 Sawgrass Corporate Parkway, Suite 210, Fort Lauderdale, FL 33323 (together with any permitted successors and/or permitted assigns, the "Initial Tenant"), the parcel of land located on the Campus described on **Exhibit A** attached hereto and made a part hereof (such portion of land, the "Real Estate").

**WHEREAS**, the Real Estate is separately comprised of two parcels, which are described as "Parcel One" and "Parcel Two" on **Exhibit B** attached hereto and made a part hereof; and

**WHEREAS**, "Parcel One" is a parcel of land located on the Campus that the City previously leased to Senior Citizens Housing Development Corporation of Chicago, predecessor to Elderly Housing Development and Operations Corporation, an affiliate of the Initial Tenant and Assignee, pursuant to that certain Lease made September 9, 1979 and recorded in the Cook County Recorder's Office as document no. 25184363, as amended by the Lease Amendment made March 13, 1990 and recorded in the Cook County Recorder's Office as document no. 90459764 (collectively, the "Senate Lease"); and

**WHEREAS**, the City desires to release Parcel One from the Senate Lease pursuant to that certain Second Lease Amendment (Senate Apartments) dated concurrently herewith and substantially in the form attached hereto as **Exhibit C**; and

**WHEREAS**, the City also desires to release "Parcel Two", a parcel of land located on the Campus that the City previously leased to Senior Citizens Housing Development Corporation of Chicago pursuant to that certain Lease dated March 13, 1990 and recorded in the Cook County Recorder's Office as document no. 90459765 (the "Prete Lease"); from the Prete Lease pursuant to that certain Lease Amendment (Prete Apartments) dated concurrently herewith and substantially in the form attached hereto as Exhibit D; and

**WHEREAS**, Parcel One and Parcel Two collectively form the Real Estate; and

**WHEREAS**, DPD and Fleet, on behalf of the City, desire to lease to the Initial Tenant the Real Estate for a term of seventy-five (75) years in accordance with the terms and conditions set forth in a ground lease substantially in the form attached hereto as Exhibit E to this ordinance (the "Lease"); and

**WHEREAS**, the Initial Tenant intends to assign, with the City's consent, its interest in the Lease to **EHD OC J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP**, an Illinois limited partnership (together with any permitted successors and/or permitted assigns, the "Assignee") pursuant to an "Assignment And Assumption And Amendment Of Ground Lease", substantially in the form attached hereto as Exhibit F; and

**WHEREAS**, the Initial Tenant and Assignee intend to cause certain improvements to be constructed on the leasehold estate created by the Lease, including a 63-unit affordable senior housing project (such project, the "Development"); and

**WHEREAS**, as consideration for the City's lease of the Real Estate, the Initial Tenant shall pay One and no/100 Dollars (\$1.00) for each year of the Lease for a total of Seventy-five and no/100 Dollars (\$75.00) and, as a condition of the donation described below, will cause the residential units in the Development to be leased as affordable senior rental housing pursuant to the United States Department of Housing and Urban Development Section 202 program for a period of not less than 40 years, and thereafter as further required under the Lease and the Assignment And Assumption And Amendment Of Ground Lease; and

**WHEREAS**, on January 16, 2002, the City Council enacted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 77362 through 77366, inclusive, as amended by an ordinance adopted by City Council on September 4, 2003 and published in the *Journal of Proceedings* for such date at pages 6475 through 6624, inclusive, which authorized the establishment of a program (as supplemented, amended and restated from time to time, the "Donation Tax Credit Program") to be implemented by DPD in connection with the use of certain, tax credits authorized by the Illinois General Assembly pursuant to Public Act 92-0491 (as supplemented, amended and restated

from time to time) for donations made in connection with affordable housing projects; and

**WHEREAS**, the Initial Tenant, Assignee, or an affiliated entity may receive a donation that may qualify under the Donation Tax Credit Program as an eligible donation, and that may generate certain additional proceeds for the Development; and

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

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

**SECTION 2.** The City's conveyance of a seventy-five (75) year leasehold interest in the Real Estate to the Initial Tenant, in consideration of Seventy-five Dollars (\$75.00) and as a condition of the donation described above, and pursuant to the terms and conditions of the Lease, is hereby approved. In connection with such: (1) Second Lease Amendment (Senate Apartments); (2) Lease Amendment (Prete Apartments); (3) Lease; and (4) Assignment And Assumption And Amendment Of Ground Lease (collectively, the "Development Documents"), the Commissioner of DPD (the "DPD Commissioner") and his/her designee (collectively, the "DPD Authorized Officer") and the Commissioner of Fleet (the "Fleet Commissioner") and his designee (collectively, the "Fleet Authorized Officer"), acting jointly, are hereby authorized, subject to approval by the Corporation Counsel, to enter into the Development Documents substantially in the form attached hereto as **Exhibit A through Exhibit F**, both inclusive, with such changes as the DPD Commissioner and the Fleet Commissioner, subject to approval by the Corporation Counsel, may deem necessary, and to execute such other agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Development Documents.

**SECTION 3.** The DPD Authorized Officer is hereby authorized to transfer any tax credits allocated to the City under the Donation Tax Credit Program in connection with the Development to an entity satisfactory to the DPD Commissioner on such terms and conditions as are satisfactory to the DPD Authorized Officer (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the DPD Commissioner is hereby authorized to use such proceeds to make a grant to the Initial Tenant or Assignee, in his/her sole discretion, for use in connection with the Development (the "Grant"). The DPD Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Transfer and the Grant. Upon the execution and receipt of proper documentation, the DPD Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Initial Tenant or Assignee.

**SECTION 4.** The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk, the DPD Commissioner, the Fleet Commissioner (or his or her respective

designee), and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance, including, without limitation, the execution of such documents, or such amendments or revisions to the Lease, as may be required by HUD in connection with its Section 202 capital advance.

**SECTION 5.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 6.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

**SECTION 7.** This ordinance shall be effective as of the date of its passage and approval.

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE REAL ESTATE  
(Subject to Final Title and Survey)**

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 254.35 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5801 N. PULASKI, BUILDING R, CHICAGO, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

**EXHIBIT B**

**(Subject to Final Title and Survey)**

Parcel One (Portion Formerly Part of Senate Lease)

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 33.22 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Parcel Two (Portion Formerly Part of Prete Lease)

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C**

**FORM OF  
SECOND LEASE AMENDMENT  
(SENATE APARTMENTS)**

This document was prepared by:

\_\_\_\_\_, Esq.  
City of Chicago Department of Law  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602

After recording return to:

Title Services, Inc.  
610 East Roosevelt Road, Suite 100  
Wheaton, Illinois 60187  
Attention: Jan Weiss  
File No. 212328

SECOND LEASE AMENDMENT  
(SENATE APARTMENTS)

This SECOND LEASE AMENDMENT (SENATE APARTMENTS) (the "Second Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between the City of Chicago, an Illinois municipal corporation through its Department of Fleet and Facility Management ("Landlord"), and Senior Citizens Housing Development Corporation of Chicago, a District of Columbia not for profit corporation registered to do business in the State of Illinois ("Tenant"), concerning that certain Lease dated September 9, 1979 between the Landlord and Tenant and recorded on October 10, 1979 in the Cook County Recorder's Office as document no. 25184363 (the "Original Lease"), as amended by the Lease Amendment dated March 13, 1990 between the Landlord and Tenant and recorded on September 20, 1990 in the Cook County Recorder's Office as document no. 90459764 (the "Lease Amendment") (the Original Lease, as amended by the Lease Amendment, are collectively, the "Lease").

RECITALS

WHEREAS, the Landlord and Tenant previously entered into the Original Lease and thereby created the original leasehold estate that is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Original Senate Leasehold Estate");

WHEREAS, the sole member of Tenant is Elderly Housing Development and Operations Corporation, a District of Columbia nonprofit corporation that is registered to do business in the State of Illinois and is exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("EHDOC");

WHEREAS, in accordance with the Original Lease, the Tenant has developed, constructed and presently owns and operates Senate Apartments, a 240-unit multifamily apartment building for elderly households of moderate- and low-income (the "Senate Building")

pursuant to Section 202 of the Housing Act of 1959, as amended (the "HUD Section 202 Program"), HUD Project No. 071-EH002-IL06-1086-201;

WHEREAS, in 1990, the Tenant sought to develop an additional multifamily apartment building for elderly households of moderate- and low-income under the HUD Section 202 Program, and the Landlord and Tenant subsequently entered into the following documents for that purpose: (1) the Lease Amendment, pursuant to which a portion of the Original Senate Leasehold Estate was released from the Original Lease such that the Original Lease, as amended by the Lease Amendment, thereafter applied to the revised leasehold estate legally described on Exhibit B attached hereto and incorporated herein by reference (the "Amended Senate Leasehold Estate"); and (2) the Lease dated March 13, 1990 between Landlord and Tenant and recorded on September 20, 1990 in the Cook County Recorder's Office as document no. 90459765 (the "Prete Lease"), pursuant to which the Landlord and Tenant entered into a separate lease for the portion of the Original Leasehold Estate that was released from the Original Lease by the Lease Amendment (hereinafter, the "Prete Leasehold Estate");

WHEREAS, Tenant subsequently developed, constructed and presently owns and operates on the Prete Leasehold Estate the Prete Apartments, a 75-unit multifamily apartment building for elderly households of moderate- and low-income (the "Prete Building") pursuant to the HUD Section 202 Program, HUD Project No. 071-EH443/IL06-T861-020;

WHEREAS, EHDOC J. Michael Fitzgerald Apartments Limited Partnership, an Illinois limited partnership (the "JMF Partnership"), desires to develop, construct, own and operate a 63-unit multifamily apartment building for elderly households of very-low income through the HUD Section 202 Program (the "J. Michael Fitzgerald Building") on a portion of the Amended Senate Leasehold Estate and a portion of the Prete Leasehold Estate;

WHEREAS, the sole general partner of the JMF Partnership is JM Fitzgerald GP LLC, an Illinois limited liability company (the "JMF General Partner");

WHEREAS, EHDOC is the sole member of EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not for profit corporation ("JMF Corp."), and JMF Corp. is the manager and 79% member of JMF General Partner;

WHEREAS, Landlord and Tenant both support the development of the J. Michael Fitzgerald Building by the Tenant's affiliate JMF Partnership, and agree to release a portion of the real property subject to the Lease and thereby further amend and modify the Amended Senate Leasehold Estate as set forth hereafter in greater detail;

WHEREAS, concurrently herewith, Landlord and Tenant are entering into that certain Lease Amendment (Prete Apartments), pursuant to which Landlord and Tenant are separately agreeing to release a portion of the Prete Leasehold Estate from the Prete Lease that will be used in the development of the J. Michael Fitzgerald Building;

WHEREAS, promptly following the execution and delivery of the Second Lease Amendment (Senate Apartments) and the execution and delivery of the Lease Amendment (Prete

Apartments) by Landlord and Tenant, the Landlord and JMF Corp. shall enter into a Ground Lease (the "JMF Lease") pursuant to which JMF Corp. will lease (i) the portion of the Amended Senate Leasehold Estate released through this Second Amendment, and (ii) the portion of the Prete Leasehold Estate released through the Lease Amendment (Prete Apartments), thereby creating a new leasehold estate (the "JMF Leasehold Estate");

WHEREAS, following the execution of the JMF Lease, the Landlord, JMF Corp. and JMF Partnership will enter into the Assignment and Assumption and Amendment of Ground Lease (the "Amended JMF Lease"), pursuant to which (i) JMF Partnership will become the tenant under the JMF Lease, and (ii) JMF Partnership will develop, construct, own and operate the JMF Building on the JMF Leasehold Estate in accordance with the requirements of the HUD Section 202 Program and subject to the requirements of the Amended JMF Lease;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the Lease and this Second Amendment, and are incorporated herein by this reference with the same force and effect as if set forth herein as the agreements of the Landlord and Tenant.

2. Partial Termination and Release. The portion of the real property that is (a) leased to the Tenant through the Lease, and (b) legally described on Exhibit C attached hereto and incorporated herein by reference (the "Release Parcel"), is hereby terminated and released from the real property that is subject to the Lease and is therefore also terminated and released from the Amended Senate Leasehold Estate effective as of the date hereof. The Lease shall be of no further force and effect with respect to the Release Parcel.

3. Release of Claims. Effective as of the Effective Date, for and in consideration of the terms hereof and the mutual releases contained herein, each of Landlord and Tenant, each acting for itself, respectively, and its predecessors, assigns, agents, attorneys, insurers, successors, subsidiaries, affiliates, members, managers, partners, trustees, officers, directors and employees, as applicable, does hereby fully, finally and forever release, acquit and forever discharge the other party and its respective managers, members, advisors, partners, officers, directors and employees, of and from any and all actions and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, demands, liabilities, costs, expenses, attorneys' fees, indemnities and obligations, and any and all claims for relief, compensation, damages, losses, or remedy, of every kind or character, in law or in equity or otherwise, whether known or unknown, suspected and unsuspected, disclosed and undisclosed, which such party had or may now or in the future have, own, or hold (i) relating to or arising from, under or as a result of the forthcoming lease of the Release Parcel, including the JMF Lease and Amended JMF Lease, and the transactions and

representations contemplated thereby; and (ii) as a result of or arising from or in connection with the termination of the Lease with respect to the Release Parcel as provided herein.

4. Correction to Unit Count. Section 2(b) of the Original Lease is hereby modified by deleting the sentence "Said building shall contain two hundred forty-one 241 units." and replacing it with the following sentence, "Said building shall contain two hundred forty (240) units."

5. Partial Invalidity. If any term, provision or condition of this Second Amendment or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Second Amendment and the application of such term, provision or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Second Amendment shall be valid and be enforced to the fullest extent permitted by law.

6. Applicable Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois.

7. Effect of Second Amendment: Final Senate Leasehold Estate. Except as modified herein, all other provisions of the Lease remain in full force and effect. The legal description of the leasehold estate subject to this Lease, as amended by this Second Amendment, is attached hereto as Exhibit D and is incorporated herein by reference.

8. Due Authority. Each of the signatories to this Second Amendment hereby represents and warrants that he or she has all requisite authority to sign on behalf of, and legally bind, the entity for which he or she is signing. This Second Amendment shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties.

9. Counterpart Signatures. This Second Amendment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original signature even if original signature has not been received. The execution of this Second Amendment by any party will not become effective until counterparts have been executed by all of the parties hereto.

10. Captions. The table of contents and captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

11. Further Assurances. Landlord and Tenant agree that each shall execute and deliver any additional documents and perform any additional acts that may be necessary or appropriate to effectuate and perform its respective obligations under this Second Amendment and the transactions contemplated herein.

**IN WITNESS WHEREOF**, this Second Lease Amendment (Senate Apartments) is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

**LANDLORD:**

**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government,

By: Department of Facilities and Fleet  
Management

\_\_\_\_\_  
Commissioner

Approved as to Form and Legality:

\_\_\_\_\_  
Assistant Corporation Counsel  
Real Estate Division

**TENANT:**

**SENIOR CITIZENS HOUSING  
DEVELOPMENT CORPORATION OF  
CHICAGO.**, a District of Columbia not for profit  
corporation

By: \_\_\_\_\_  
Name: Steve Protulis  
Its: Executive Vice President

STATE OF FLORIDA            )  
  )    SS.  
BROWARD COUNTY            )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Steven Protulis, personally known to me to be the Executive Vice President of Senior Citizens Housing Development Corporation of Chicago., an Illinois not-for-profit corporation (“Tenant”), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer of Tenant, he signed and delivered the said instrument pursuant to authority duly given and as his free and voluntary act, and as the free and voluntary act and deed of the Tenant for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Commissioner of the Department of Facilities and Fleet Management of the City of Chicago (the “City”), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

HUD Consent

In accordance with Section 32.9 of the Original Lease, the United States Department of Housing and Urban Development, which is (a) the mortgagee under that certain Mortgage dated October 10, 1979 between Senior Citizens Housing Development Corporation of Chicago (“Tenant”) and HUD and recorded on October 10, 1979 in the Cook County Recorder’s Office as document no. 25184364, and (b) a party to that certain Regulatory Agreement Housing for the Elderly – Nonprofit between Tenant and HUD dated October 10, 1979 and recorded on October 10, 1979 in the Cook County Recorder’s Office as document no. 25184365, hereby consents to the foregoing Second Lease Amendment (Senate Apartments), including the partial release of the Release Parcel from the Lease as set forth therein.

United States of America through its  
Secretary of Housing and Urban  
Development

By: \_\_\_\_\_  
Name:  
Title:

State of Illinois        )  
  ) ss.  
County of Cook        )

Before me, a Notary Public, in and for said County and State, on this day appeared \_\_\_\_\_, who is personally well known to me to be the \_\_\_\_\_ of the Secretary of Housing and Urban Development (“HUD”), and the person who executed the foregoing instrument by virtue of the authority vested in him/her by section 202 of the Housing Act of 1959, as amended, and as such authorized agent, he/she did acknowledge the signing thereof to be a free and voluntary act and done on behalf of HUD for the uses, purposes and considerations therein set forth.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires:

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

\_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF THE ORIGINAL SENATE LEASEHOLD ESTATE

**(Subject to Final Title and Survey)**

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE WITH A TERM BEGINNING OCTOBER 10, 1979 AND ENDING ON OCTOBER 9, 2054, ENTERED INTO BY THE CITY OF CHICAGO, AS LESSOR AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO, AS LESSEE, DATED SEPTEMBER 9, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT NUMBER 25184363, WITH RESPECT TO THE DEMISED LAND, EXCEPT THE BUILDING AND IMPROVEMENTS THEREON, DESCRIBED AS FOLLOWS:

THE NORTH 600 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 933 FEET AND THE WEST 833 FEET, RESPECTIVELY, OF SAID SOUTHWEST QUARTER OF SECTION 2), IN COOK COUNTY, ILLINOIS;

PARCEL 2:

OWNERSHIP, SUBJECT TO THE TERMS OF THE AFORESAID GROUND LEASE, OF THE BUILDINGS NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 1.

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

COMMON ADDRESS: 5801 NORTH PULASKI ROAD, BUILDING E, CHICAGO, ILLINOIS

EXHIBIT B

LEGAL DESCRIPTION OF THE AMENDED SENATE LEASEHOLD ESTATE

**(Subject to Final Title and Survey)**

PARCEL ONE

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE, AS AMENDED, WITH A TERM BEGINNING OCTOBER 10, 1979 AND ENDING ON OCTOBER 9, 2054, ENTERED INTO BY THE CITY OF CHICAGO, AS LESSOR AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO, AS LESSEE, DATED SEPTEMBER 9, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT NUMBER 25184363, AS AMENDED BY THE LEASE AMENDMENT DATED MARCH 13, 1990 AND RECORDED SEPTEMBER 20, 1990 AS DOCUMENT NO. 90459764, WITH RESPECT TO THE DEMISED LAND, EXCEPT THE BUILDING AND IMPROVEMENTS THEREON, DESCRIBED AS FOLLOWS:

THE NORTH 600 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 933 FEET AND THE WEST 833 FEET, RESPECTIVELY, OF SAID SOUTHWEST QUARTER OF SECTION 2), IN COOK COUNTY, ILLINOIS;

EXCEPT THE NORTH 400.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPT THE SOUTH 50 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, FALLING WITHIN BRYN MAWR AVENUE AS WIDENED BY ORDINANCE RECORDED AUGUST 6, 1980 AS DOCUMENT NUMBER 25538847.

PARCEL 2:

OWNERSHIP, SUBJECT TO THE TERMS OF THE AFORESAID GROUND LEASE, OF THE BUILDINGS NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 1.

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

COMMON ADDRESS: 5801 NORTH PULASKI ROAD, BUILDING E, CHICAGO, ILLINOIS.

EXHIBIT C  
LEGAL DESCRIPTION OF THE RELEASE PARCEL  
(Subject to Final Title and Survey)

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 33.22 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST 1/4 OF SECTION 2 IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT D  
LEGAL DESCRIPTION OF THE FINAL SENATE LEASEHOLD ESTATE  
(Subject to Final Title and Survey)

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE WITH A TERM BEGINNING OCTOBER 10, 1979 AND ENDING ON OCTOBER 9, 2054, ENTERED INTO BY THE CITY OF CHICAGO, AS LESSOR AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO, AS LESSEE, DATED SEPTEMBER 9, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT NUMBER 25184363, AS AMENDED BY LEASE AMENDMENT DATED MARCH 13, 1990 AND RECORDED SEPTEMBER 20, 1990 AS DOCUMENT NUMBER 90459764 WITH A 75 YEAR TERM BEGINNING ON MARCH 13, 1990 AND ENDING ON MARCH 12, 2065, AS AMENDED BY SECOND LEASE AMENDMENT (SENATE APARTMENTS) DATED \_\_\_\_\_, 2015 AND RECORDED \_\_\_\_\_, 2015 AS DOCUMENT NUMBER \_\_\_\_\_, WITH RESPECT TO THE DEMISED LAND, EXCEPT THE BUILDING (STRUCTURES) OR IMPROVEMENTS THEREON, DESCRIBED AS FOLLOWS:

THE NORTH 600 FEET OF THE SOUTH 633 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 933 FEET AND THE WEST 833 FEET, RESPECTIVELY, OF SAID SOUTHWEST QUARTER OF SECTION 2), IN COOK COUNTY, ILLINOIS;

EXCEPT THE NORTH 400.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 33.22 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPT THE SOUTH 50 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

MERIDIAN, COOK COUNTY, ILLINOIS, FALLING WITHIN BRYN MAWR AVENUE AS WIDENED BY ORDINANCE RECORDED AUGUST 6, 1980 AS DOCUMENT NUMBER 25538847.

ALSO KNOWN AS THE NORTH 583.00 FEET OF THE SOUTH 633.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 933.00 FEET AND THE WEST 883.00 FEET, RESPECTIVELY, OF SAID SOUTHWEST QUARTER OF SECTION 2); ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: THE NORTH 400.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 254.35 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

OWNERSHIP, SUBJECT TO THE TERMS OF SECTIONS 2.(D) AND 8.(A) AND 8.(B) OF THE AFORESAID LEASE, AND SUBJECT TO THE TERMS OF SECTION 6.(B) OF THE AFORESAID LEASE AMENDMENT, OF THE BUILDINGS, STRUCTURES OR IMPROVEMENTS NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 1.

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

COMMON ADDRESS: 5801 NORTH PULASKI ROAD, BUILDING E, CHICAGO, ILLINOIS

EXHIBIT D

FORM OF  
LEASE AMENDMENT  
(PRETE APARTMENTS)

This document was prepared by:

\_\_\_\_\_, Esq.  
City of Chicago Department of Law  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602

After recording return to:

Title Services, Inc.  
610 East Roosevelt Road, Suite 100  
Wheaton, Illinois 60187  
Attention: Jan Weiss  
File No. 212328

LEASE AMENDMENT  
(PRETE APARTMENTS)

This LEASE AMENDMENT (PRETE APARTMENTS) (the "Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between the City of Chicago, an Illinois municipal corporation through its Department of Fleet and Facility Management ("Landlord"), and Senior Citizens Housing Development Corporation of Chicago, a District of Columbia not for profit corporation registered to do business in the State of Illinois ("Tenant"), concerning that certain Lease dated March 13, 1990 between the Landlord and Tenant and recorded on September 20, 1990 in the Cook County Recorder's Office as document no. 90459765 (the "Lease").

RECITALS

WHEREAS, the Landlord and Tenant previously entered into the Lease and thereby created the leasehold estate that is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Prete Leasehold Estate");

WHEREAS, the sole member of Tenant is Elderly Housing Development and Operations Corporation, a District of Columbia not for profit corporation that is registered to do business in the State of Illinois and is exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("EHDOC");

WHEREAS, in accordance with the Lease, the Tenant has developed, constructed and presently owns and operates Prete Apartments, a 75-unit multifamily apartment building for elderly households of moderate- and low-income (the "Prete Building") pursuant to Section 202 of the Housing Act of 1959, as amended (the "HUD Section 202 Program"), HUD Project No. 071-EH433/IL06-T861-020;

WHEREAS, the Landlord and Tenant also previously entered into a Lease dated September 9, 1979 and recorded on October 10, 1979 in the Cook County Recorder's Office as

document no. 25184363, as amended by the Lease Amendment dated March 13, 1990 and recorded on September 20, 1990 in the Cook County Recorder's Office as document no. 90459764 (collectively, the "Senate Lease"), and the resulting leasehold estate is hereafter known as the "Senate Leasehold Estate";

WHEREAS, the Tenant previously developed on the Senate Leasehold Estate a 240-unit multifamily apartment building for elderly households of moderate- and low-income (the "Senate Building") pursuant to the HUD Section 202 Program, HUD Project No. 071-EH002-IL06-1086-201;

WHEREAS, EHDOC J. Michael Fitzgerald Limited Partnership, an Illinois limited partnership (the "JMF Partnership"), desires to develop, construct, own and operate a 63-unit multifamily apartment building for elderly households of very-low income through the HUD Section 202 Program (the "J. Michael Fitzgerald Building") on a portion of the Senate Leasehold Estate and a portion of the Prete Leasehold Estate;

WHEREAS, the sole general partner of the JMF Partnership is JM Fitzgerald GP LLC, an Illinois limited liability company (the "JMF General Partner");

WHEREAS, EHDOC is the sole member of EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not for profit corporation ("JMF Corp."), and JMF Corp. is the manager and 79% member of JMF General Partner;

WHEREAS, Landlord and Tenant both support the development of the J. Michael Fitzgerald Building by the Tenant's affiliate JMF Partnership, and agree to release a portion of the real property subject to the Lease as set forth hereafter in greater detail;

WHEREAS, concurrently herewith, Landlord and Tenant are entering into that certain Second Lease Amendment (Senate Apartments), pursuant to which Landlord and Tenant are separately agreeing to release a portion of the Senate Leasehold Estate from the Senate Lease that will be used in the development of the J. Michael Fitzgerald Building;

WHEREAS, promptly following the execution and delivery of the Second Lease Amendment (Senate Apartments) and the execution and delivery of this Lease Amendment (Prete Apartments) by Landlord and Tenant, the Landlord and JMF Corp. shall enter into a Lease (the "JMF Lease") pursuant to which JMF General Partner will lease (i) the portion of the Senate Leasehold Estate released through the Second Lease Amendment (Senate Apartments), and (ii) the portion of the Prete Leasehold Estate released through this Lease Amendment (Prete Apartments), thereby creating a new leasehold estate (the "JMF Leasehold Estate");

WHEREAS, following the execution of the JMF Lease, the Landlord, JMF Corp. and JMF Partnership will enter into the Assignment and Assumption and Amendment of Ground Lease (the "Amended JMF Lease"), pursuant to which (i) JMF Partnership will become the tenant under the JMF Lease, and (ii) JMF Partnership will develop, construct, own and operate the JMF Building on the JMF Leasehold Estate in accordance with the requirements of the HUD Section 202 Program and subject to the requirements of the Amended JMF Lease;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the Lease and this Amendment, and are incorporated herein by this reference with the same force and effect as if set forth herein as the agreements of the Landlord and Tenant.

2. Partial Termination and Release. The portion of the real property that is (a) leased to the Tenant through the Lease, and (b) legally described on Exhibit B attached hereto and incorporated herein by reference (the "Release Parcel"), is hereby terminated and released from the real property that is subject to the Lease and is therefore also terminated and released from the Prete Leasehold Estate effective as of the date hereof. The Lease shall be of no further force and effect with respect to the Release Parcel.

3. Release of Claims. Effective as of the Effective Date, for and in consideration of the terms hereof and the mutual releases contained herein, each of Landlord and Tenant, each acting for itself, respectively, and its predecessors, assigns, agents, attorneys, insurers, successors, subsidiaries, affiliates, members, managers, partners, trustees, officers, directors and employees, as applicable, does hereby fully, finally and forever release, acquit and forever discharge the other party and its respective managers, members, advisors, partners, officers, directors and employees, of and from any and all actions and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, demands, liabilities, costs, expenses, attorneys' fees, indemnities and obligations, and any and all claims for relief, compensation, damages, losses, or remedy, of every kind or character, in law or in equity or otherwise, whether known or unknown, suspected and unsuspected, disclosed and undisclosed, which such party had or may now or in the future have, own, or hold (i) relating to or arising from, under or as a result of the forthcoming lease of the Release Parcel, including the JMF Lease and Amended JMF Lease, and the transactions and representations contemplated thereby; and (ii) as a result of or arising from or in connection with the termination of the Lease with respect to the Release Parcel as provided herein.

4. Partial Invalidity. If any term, provision or condition of this Amendment or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment and the application of such term, provision or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

5. Applicable Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois.

6. Effect of Amendment; Final Prete Leasehold Estate. Except as modified herein, all other provisions of the Lease remain in full force and effect. The legal description of the leasehold estate subject to this Lease, as amended by this Amendment, is attached hereto as Exhibit C and is incorporated herein by reference.

7. Due Authority. Each of the signatories to this Amendment hereby represents and warrants that he or she has all requisite authority to sign on behalf of, and legally bind, the entity for which he or she is signing. This Amendment shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties.

8. Counterpart Signatures. This Amendment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original signature even if original signature has not been received. The execution of this Amendment by any party will not become effective until counterparts have been executed by all of the parties hereto.

9. Captions. The table of contents and captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

10. Further Assurances. Landlord and Tenant agree that each shall execute and deliver any additional documents and perform any additional acts that may be necessary or appropriate to effectuate and perform its respective obligations under this Amendment and the transactions contemplated herein.

(The balance of this page has been left blank intentionally; the signature page follows.)

**IN WITNESS WHEREOF**, this Lease Amendment (Prete Apartments) is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

**LANDLORD:**

**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government,

By: Department of Facilities and Fleet Management

\_\_\_\_\_  
Commissioner

Approved as to Form and Legality:

\_\_\_\_\_  
Assistant Corporation Counsel  
Real Estate Division

**TENANT:**

**SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO.**, a District of Columbia not for profit corporation

By: \_\_\_\_\_  
Name: Steve Protulis  
Its: Executive Vice President

STATE OF FLORIDA            )  
  )    SS.  
BROWARD COUNTY            )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Steven Protulis, personally known to me to be the Executive Vice President of Senior Citizens Housing Development Corporation of Chicago., an Illinois not-for-profit corporation (“Tenant”), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer of Tenant, he signed and delivered the said instrument pursuant to authority duly given and as his free and voluntary act, and as the free and voluntary act and deed of the Tenant for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS            )  
  )    SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Commissioner of the Department of Facilities and Fleet Management of the City of Chicago (the “City”), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

HUD Consent

In accordance with Section 21.9 of the Lease, the United States Department of Housing and Urban Development, which is (a) the mortgagee under that certain Mortgage dated as of September 1, 1990 between Senior Citizens Housing Development Corporation of Chicago (“Tenant”) and HUD and recorded on September 20, 1990 in the Cook County Recorder’s Office as document no. 90459767, and (b) a party to that certain Regulatory Agreement Housing for the Elderly or Handicapped (Nonprofit) between Tenant and HUD dated as of September 1, 1990 and recorded on September 20, 1990 in the Cook County Recorder’s Office as document no. 90459768, hereby consents to the foregoing Lease Amendment (Prete Apartments), including the partial release of the Release Parcel from the Lease as set forth therein.

United States of America through its  
Secretary of Housing and Urban  
Development

By: \_\_\_\_\_  
Name:  
Title:

State of Illinois        )  
                                  ) ss.  
County of Cook        )

Before me, a Notary Public, in and for said County and State, on this day appeared \_\_\_\_\_, who is personally well known to me to be the \_\_\_\_\_ of the Secretary of Housing and Urban Development (“HUD”), and the person who executed the foregoing instrument by virtue of the authority vested in him/her by section 202 of the Housing Act of 1959, as amended, and as such authorized agent, he/she did acknowledge the signing thereof to be a free and voluntary act and done on behalf of HUD for the uses, purposes and considerations therein set forth.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires:

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

\_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF THE PRETE LEASEHOLD ESTATE

**(Subject to Final Title and Survey)**

PARCEL 1:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, AS LESSOR AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO, A DISTRICT OF COLUMBIA NOT-FOR-PROFIT CORPORATION, AS LESSEE DATED MARCH 13, 1990 AND RECORDED SEPTEMBER 20, 1990 AS DOCUMENT 90459765, WHICH LEASE DEMISES THE LAND HEREINAFTER DESCRIBED FOR A TERM OF 75 YEARS COMMENCING ON THE EXECUTION DATE OF THE LEASE. THE PORTION OF THE DEMISED PREMISES, EXCEPT THE RESIDENTIAL COMPLEX, OTHER IMPROVEMENTS AND PARKING FACILITY (COLLECTIVELY REFERRED TO AS THE "ADDITION") IS DESCRIBED AS FOLLOWS:

THE NORTH 400.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

OWNERSHIP, SUBJECT TO THE TERMS OF THE AFORESAID LEASE, OF THE RESIDENTIAL COMPLEX, OTHER IMPROVEMENTS AND PARKING FACILITY (COLLECTIVELY REFERRED TO AS THE "ADDITION") PURSUANT TO THE TERMS OF 4(E) AND 10(B) OF AFORESAID LEASE, NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 1.

PARCEL 3:

EASEMENT APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENT RECORDED SEPTEMBER 20, 1990 AS DOCUMENT 90459766 OVER THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 76.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 365.00 FEET OF THE EAST 1453.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

COMMON ADDRESS: 5801 NORTH PULASKI ROAD, BUILDING G, CHICAGO, ILLINOIS

EXHIBIT B  
LEGAL DESCRIPTION OF THE RELEASE PARCEL

**(Subject to Final Title and Survey)**

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST 1/4 OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT C  
LEGAL DESCRIPTION OF THE FINAL PRETE LEASEHOLD ESTATE  
(Subject to Final Title and Survey)

PARCEL 1:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, AS LESSOR AND SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION OF CHICAGO, A DISTRICT OF COLUMBIA NOT-FOR-PROFIT CORPORATION, AS LESSEE DATED MARCH 13, 1990 AND RECORDED SEPTEMBER 20, 1990 AS DOCUMENT 90459765, AS AMENDED BY LEASE AMENDMENT (PRETE APARTMENTS) DATED \_\_\_\_\_, 2015 AND RECORDED \_\_\_\_\_, 2015 AS DOCUMENT NUMBER \_\_\_\_\_ WHICH LEASE DEMISES THE LAND HEREINAFTER DESCRIBED FOR A TERM OF 75 YEARS COMMENCING ON THE EXECUTION DATE OF THE LEASE. THE PORTION OF THE DEMISED PREMISES, EXCEPT THE RESIDENTIAL COMPLEX, OTHER IMPROVEMENTS AND PARKING FACILITY (COLLECTIVELY REFERRED TO AS THE "ADDITION") IS DESCRIBED AS FOLLOWS:

THE NORTH 400.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPT THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO KNOWN AS THE NORTH 236.13 FEET OF THE SOUTH 633.00 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF

SECTION 2; ALSO THE NORTH 140.00 FEET OF THE SOUTH 557.00 FEET OF THE WEST 100.00 FEET OF THE EAST 1188.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

OWNERSHIP, SUBJECT TO THE TERMS OF THE AFORESAID LEASE, OF THE RESIDENTIAL COMPLEX, OTHER IMPROVEMENTS AND PARKING FACILITY (COLLECTIVELY REFERRED TO AS THE "ADDITION") PURSUANT TO THE TERMS OF 4(E) AND 10(B) OF AFORESAID LEASE, NOW LOCATED ON, OR HEREAFTER ERECTED ON, PARCEL 1.

PARCEL 3:

EASEMENT APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENT RECORDED SEPTEMBER 20, 1990 AS DOCUMENT 90459766 OVER THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 76.00 FEET OF THE SOUTH 633.00 FEET OF THE WEST 365.00 FEET OF THE EAST 1453.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

COMMON ADDRESS: 5801 NORTH PULASKI ROAD, BUILDING G, CHICAGO, ILLINOIS

**EXHIBIT E**

**FORM OF  
LEASE**

**This instrument was prepared by  
and after recording, should  
be returned to:**

**Deputy Corporation Counsel  
Department of Law  
City of Chicago  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602**

**GROUND LEASE**

**(J. Michael Fitzgerald Apartments)**

This Ground Lease (this "Lease") is made as of the 1<sup>st</sup> day of \_\_\_\_\_, 2015, by and between the CITY OF CHICAGO ("City"), an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("DPD") and its Department of General Services ("Landlord"), having an office at 121 N. LaSalle Street, Room 1000, Chicago, Illinois 60602 and EHD OC J. MICHAEL FITZGERALD CHARITABLE CORPORATION, an Illinois not-for-profit corporation, having an office at c/o Elderly Housing Development and Operations Corporation, 1580 Sawgrass Corporate Parkway, Fort Lauderdale, FL 33323 (together with any permitted successors and/or permitted assigns, the "Initial Tenant").

**RECITALS:**

A. Landlord is the owner of fee simple title of the real property located in the City of Chicago, Illinois known as the North Park Village campus and having an address of 5801 North Pulaski Drive (the "Campus"). Pursuant to the ordinance adopted by the City Council of the City on \_\_\_\_\_, 2015 and published in the Journal of Proceedings of the City Council of such date on pages \_\_\_\_\_ through \_\_\_\_\_, Landlord desires to lease to the Initial Tenant the parcel of land located on the Campus described on Exhibit A attached hereto and made a part hereof (such portion of land, the "Real Estate").

B. The Real Estate is separately comprised of two parcels, which are described as "Parcel One" and "Parcel Two" on Exhibit B attached hereto and made a part hereof. "Parcel One" is a parcel of land located on the Campus that the City previously leased to Senior Citizens Housing Development Corporation of Chicago pursuant to that certain Lease made September 9, 1979 and recorded in the Cook County Recorder's Office as document no. 25184363, as amended by the Lease Amendment made March 13, 1990 and recorded in the Cook County Recorder's Office as document no. 90459764 (collectively, the "Senate Lease"). Parcel One was heretofore released from the Senate Lease pursuant to that certain Second Lease Amendment (Senate Apartments) dated concurrently herewith and recorded in the Cook County Recorder's Office as document no. \_\_\_\_\_ prior hereto. "Parcel Two" is a parcel of land located on the Campus that the City previously leased to Senior Citizens Housing Development Corporation of Chicago pursuant to that certain Lease dated March 13, 1990 and recorded in the Cook County Recorder's Office as document no. 90459765 (the "Prete Lease"). Parcel Two was heretofore released from the Prete Lease pursuant to that certain Lease Amendment (Prete Apartments) dated concurrently herewith and recorded in the Cook

County Recorder's Office as document no. \_\_\_\_\_ prior hereto. Parcel One and Parcel Two collectively form the Real Estate.

C. Tenant intends to cause certain improvements to be constructed on the leasehold estate created by this Lease, including a 63-unit affordable senior housing project (such project, the "Development").

D. Landlord and Tenant have agreed to enter into this Lease in order to implement the Development and to facilitate the financing, construction and operation of the Development.

**AGREEMENT:**

**ARTICLE 1**

**Lease of the Real Estate/Term of Lease**

Landlord, for and in consideration of the rents to be paid and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Real Estate;

Together with all right, title and interest of Landlord, if any, in and to any Improvements (as that term is defined in Article 2) now existing on the Real Estate, and in and to any sidewalks, parkways and parking areas adjacent thereto and included within the Real Estate; and

Together with all right, title and interest of Landlord, if any, in, to and under all agreements, easements, encumbrances and appurtenances whatsoever in any way belonging, relating or appertaining to the Real Estate or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Landlord; subject, however, to all agreements, easements, encumbrances and other matters affecting the Real Estate listed on Exhibit C attached hereto (the "Permitted Exceptions") and subject to the provisions of this Lease.

TO HAVE AND TO HOLD the same, subject to the Permitted Exceptions, for a Term of Seventy-Five (75) years (the "Term") commencing on the date of this Lease referenced on Page 1 (the "Commencement Date") and ending on \_\_\_\_\_, 2090 (the "Expiration Date"), unless this Lease shall sooner be terminated as hereinafter provided, upon and subject to the covenants, agreements, terms, provisions, conditions and limitations hereinafter set forth, all of which Tenant covenants and agrees to perform, observe and be bound by.

**ARTICLE 2**

**Definitions**

**2.01** The terms defined in this Section shall, for all purposes of this Lease, have the following meanings:

(a) "Affiliate" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. A person or entity shall be deemed to control another person or entity if such person or

entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, general partnership or limited liability company interests, by contract or otherwise and shall include, with respect to any so-called "Illinois land trustee" that is at any time the landlord or tenant under this Lease, such land trustee's beneficiary and all persons or entities having the power of direction under such land trust, but shall not include any Leasehold Mortgagee.

(b) "Building" shall mean the four-story, sixty-three (63) unit building to be constructed on the Leasehold Estate in accordance with the Plans and Specifications, the title page of which Plans and the title page and table of contents of which Specifications are attached hereto as Exhibit D.

(c) "Campus" shall mean the real property owned by the Landlord commonly known as North Park Village, Chicago, Illinois. The Real Estate is located within the Campus.

(d) "City" shall mean the City of Chicago.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended, and any successor thereto.

(f) "Construction Completion Deadline" shall mean the date which shall be one (1) year after the contract completion date set forth in Article 2.A of the Construction Contract Lump Sum (HUD 92442-CA) to be executed at closing.

(g) "Deductible" shall have the meaning given in Section 8.01.

(h) "Default" shall mean any condition or event that constitutes or would, after notice or lapse of time, or both, constitute an Event of Default.

(i) "Development" shall have the meaning given in Recital C.

(j) "Driveway Extension" shall mean the Tenant's forthcoming construction of the extension of the asphalt driveway located to the north of the Real Estate as depicted in Exhibit E and as set forth in greater detail in the Plans and Specifications, which extension will connect the Tenant Property through the Prete Access Easement Area to the Campus driveway network.

(k) "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; the Clean Water Act, 33 U.S.C. 1251 et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. 655 et seq. and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of the environment.

(l) "Event of Default" shall have the meaning provided in Section 10.01.

(m) "Excluded Environmental Condition" shall mean: (i) all Pre-Existing Environmental Conditions except to the extent any such Pre-Existing Environmental Condition is exacerbated by the actions or conduct of Tenant and/or its agents, contractors, subcontractors, employees,

tenants, invitees, or any prior tenant of any portion of the Real Estate that is an affiliate of Tenant, including Senior Citizen Housing Development Corporation of Chicago;<sup>1</sup> (ii) any environmental conditions in any public streets or rights of way in or adjacent to any portion of the Real Estate except to the extent such environmental conditions in such public streets or rights of way are caused or exacerbated by the actions or conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants or invitees; (iii) any migration of Hazardous Materials to the Real Estate from another site or location not within the Real Estate after the date of this Lease; and (iv) any environmental condition caused by the Landlord or its agents or contractors.

(n) "Final Completion" shall have the meaning provided in Section 5.01.

(o) "First Leasehold Mortgage" shall mean the leasehold mortgage of the First Leasehold Mortgagee granting the First Leasehold Mortgagee a first priority mortgage lien on the Tenant Property.

(p) "First Leasehold Mortgagee" shall mean the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority of lien, as identified on Exhibit F attached hereto.

(q) "Full Insurable Value" shall mean the replacement cost (excluding, as to the insurance required pursuant to Section 7.01, foundation and excavation costs) of the Improvements, as determined, at the request of Landlord (not more frequently than at three-year intervals), at Tenant's expense, by an architect, engineer, contractor, appraiser, appraisal company, or insurance company, selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld.

(r) "Full Restoration" shall have the meaning given in Section 8.01.

(s) "General Partner" shall mean JM Fitzgerald GP LLC, an Illinois limited liability company, the general partner of the Partnership, and any permitted successor.

(t) "Governmental Authority" or "Governmental Authorities" shall mean any one or more of the federal, state and local governmental or quasi-governmental body or bodies having jurisdiction at any time or from time to time during the Term over the Real Estate or the Property, or any part thereof, or the construction, repair, maintenance, operation or use thereof.

(u) "Hazardous Condition" shall mean a failure of the Property to comply with Environmental Laws.

(v) "HUD" shall mean the United States Department of Housing and Urban Development, or any successor thereto.

(w) "Impositions" shall mean all taxes, assessments, special assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property or Tenant Property, or any part thereof, or

any appurtenances thereto; provided, however, that if at any time during the Term the present method of taxation or assessment shall be so changed that there shall be substituted in whole or in part for the types of taxes, assessments, levies, assessed or imposed on real estate and the Improvements thereon a capital levy or other tax levied, assessed or imposed on the rents received by Landlord from said real estate or the rents reserved herein or any part thereof, then any such capital levy or other tax shall, to the extent that it is so substituted, be deemed to be included within the term "Impositions." Impositions affecting the Property or the Tenant Property shall be those attributable to the Improvements, Tenant Improvements, the Leasehold Estate, and/or the fee simple ownership of the Real Estate.

(x) "Improvements" shall mean any and all Tenant Utilities, structures and other improvements, including equipment, fixtures, furnishings and appurtenances, that exist on the Commencement Date and are located on the Real Estate.

(y) "Landlord" shall mean the City, or its successors in interest.

(z) "Lease Interest Rate" shall mean a floating interest rate equal to (i) 3% plus the rate announced from time to time by JPMorgan Chase Bank, N.A. (or any successor thereto), as its "corporate base rate," "prime rate," "reference rate" or other similar rate and in effect on the date interest first begins to accrue with respect to any sum that becomes payable pursuant to any provision or provisions of this Lease, or (ii) in the event such bank has ceased announcing any such rate, then such rate as may be announced by the Chicago branch of such other national bank as Landlord shall reasonably designate as its "prime rate" "reference rate" or other similar rate, plus 3%, provided, however that if the Lease Interest Rate as so determined shall exceed the maximum rate allowed by law, then the "Lease Interest Rate" shall mean the maximum contract rate permitted by law at such time. The Lease Interest Rate shall change concurrently with each announced change in such "corporate base rate," "prime rate," "reference rate" or other similar rate, or Treasury Bill rate.

(aa) "Lease Year" shall mean a calendar year. The first full Lease Year during the Term shall commence on the Commencement Date, or if the Commencement Date is not the first day of a calendar year, on the first day of the calendar year next following the Commencement Date. Each succeeding Lease Year shall commence on the January 1 immediately following the December 31 of the preceding Lease Year. If the Commencement Date is not January 1, that portion of the Term that is prior to beginning of the first full Lease Year shall be a partial Lease Year. If the Expiration Date is not December 31, that portion of the Term that is after the end of the last full Lease Year shall be a partial Lease Year.

(bb) "Leasehold Estate" shall mean the leasehold estate of Tenant in the Property created by this Lease.

(cc) "Leasehold Mortgage" shall mean any or all of the First Leasehold Mortgage, Second Leasehold Mortgage or the Third Leasehold Mortgage, as the context may require, together with any replacement leasehold mortgage granted in connection with a Permitted Refinancing.

(dd) "Leasehold Mortgagee" shall mean any or all of the First Leasehold Mortgagee, Second Leasehold Mortgagee or the Third Leasehold Mortgagee, as the context may require, together with each such leasehold mortgagee's successors and assigns, as permitted under this Lease.

(ee) "Lender" shall mean (i) the Leasehold Mortgagees, (ii) any commercial real estate lender, state or national bank, commercial or savings bank, pension fund, real estate investment trust, or governmental agency or instrumentality, (iii) any HUD-approved mortgagee, or (iv) any Affiliate of the foregoing that is authorized to make loans secured by real property located in the State of Illinois.

(ff) "Net Insurance Proceeds" shall have the meaning given in Section 8.02.

(gg) Intentionally omitted.

(hh) Intentionally omitted.

(ii) Intentionally omitted."

(jj) "Other Land" shall have the meaning given in Section 4.06.

(kk) "Partial Restoration" shall mean all work in connection with a Restoration that is less than a Full Restoration (see Article 8). A Partial Restoration may be applicable when the sum of the Net Insurance Proceeds plus Deductible plus all other monies provided by any Person for such Restoration are insufficient to accomplish a Full Restoration.

(ll) "Partnership" means EHD0C J. Michael Fitzgerald Apartments Limited Partnership, an Illinois limited partnership.

(mm) "Permitted Assignment" shall mean the assignment of the Leasehold Estate by the Initial Tenant to the Partnership occurring subsequent to the full execution and delivery of this Lease by the Landlord and the Initial Tenant.

(nn) "Permitted Exceptions" shall have the meaning given in Section 1.01. "Permitted Exceptions" shall also include the easements and licenses, if any, hereafter granted or consented to by Landlord in accordance with Sections 5.06 and 9.01(d).

(oo) "Permitted Refinancing" shall mean (a) with respect to any loan secured by a Leasehold Mortgage, any refinancing of such loan consented to in writing by Landlord, which consent may be withheld, granted or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion; and (b) any additional loan secured by a Leasehold Mortgage that is either expressly permitted under the terms of this Lease or consented to in writing by Landlord, which consent may be withheld, granted or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion.

(pp) "Permitted Transfer" shall mean: (a) the Permitted Assignment; (b) after the completion of the construction of the Development, a sale or transfer of the Tenant Property or any portion thereof to a person reasonably acceptable to Landlord; and (c) the transfer of the Tenant Property, or any portion thereof or any interest in Tenant, to a Leasehold Mortgagee (or any nominee of such Leasehold Mortgagee) by foreclosure or deed in lieu of foreclosure or to a third party purchaser at a foreclosure sale in accordance with Section 9.03(a);

(qq) "Person" shall mean any person, corporation, partnership, limited liability company or other legal entity.

(rr) "Plans and Specifications" shall mean the plans and specifications for the construction of the Development, the construction of the Driveway Extension and the renovation of the Prete Access Easement Area (copies of the cover page to the plans and table of contents for the specifications are attached hereto as Exhibit D), prepared by Harley Ellis Devereaux Corporation, a Michigan corporation, and referenced as the "Permit Revisions 03/23/15" for the plans and the Project Manual referenced as "Issue for HUD Firm Commitment November 15, 2013," which plans and specifications have been approved by Landlord on \_\_\_\_\_ 20\_\_, and the Leasehold Mortgagees, as such plans and specifications are amended from time to time with the written consent of such mortgagees, if and as required by such mortgagees' loan and security documents.

(ss) "Pre-Existing Environmental Condition" shall mean any Hazardous Condition present on or under the Real Estate on the date of this Lease, whether known or unknown, but excluding the removal, remediation or abatement of asbestos, lead paint, mold and other environmental conditions in any Improvements or otherwise necessary for the construction of the Development, all in accordance with the applicable Requirements. "Prete Access Easement Area" shall mean the Prete Access Easement Area legally described on Exhibit G-1 and shown on Exhibit G-2. The easement granting the Prete Access Easement Area is created in Section 5.06 of this Lease, and will provide Tenant with vehicular and pedestrian access through a portion of the parking lot located on Parcel 2 (as defined in Recital B and legally described in Exhibit B hereto) to the Driveway Extension that will ultimately connect to the Campus driveway system depicted in the "Vicinity Map" on Exhibit H.

(tt) "Proceeds" shall mean, in the case of damage to or destruction of the Improvements, the sum of the Net Insurance Proceeds plus the Deductible, and, in the case of a condemnation or other taking (or conveyance in lieu thereof), the awards (or compensation paid) therefor.

(uu) "Property" shall mean the Real Estate and the Improvements, if any; provided, however, that "Property" shall not be construed to include the Prete Access Easement Area.

(vv) "Protected Persons" shall mean Landlord or Tenant, as the context so requires, and such party's respective members, managers, partners, officers, directors, agents, employees, advisors, attorneys, consultants and Affiliates, and, in the case of Landlord, shall include its officials, officers, employees, advisors, attorneys, consultants and members of its Board.

(ww) "Real Estate" shall have the meaning given in Recital A.

(xx) "Remediation" shall mean the cleanup activity or other remedial action required by any Environmental Law or any applicable Governmental Authorities under any Environmental Law.

(yy) "Rent" shall have the meaning given in Section 3.01.

(zz) "Requirements" shall mean any and all present and future laws, statutes, ordinances, codes, rules, regulations, orders or other requirements of any Governmental Authority and of any applicable fire rating bureau or other body exercising similar functions, applicable to or affecting the Real Estate or the Property, or any part thereof, including without limiting the generality of the foregoing, Environmental Laws and the Municipal Code of the City.

(aaa) "Restoration" shall have the meaning given in Section 8.01.

(bbb) "Second Leasehold Mortgage" shall mean the leasehold mortgage of the Second Leasehold Mortgagee granting the Second Leasehold Mortgagee a second priority mortgage lien on the Tenant Property.

(ccc) "Second Leasehold Mortgagee" shall mean the Leasehold Mortgagee whose Leasehold Mortgage is the second most senior in priority of lien, as identified on Exhibit F attached hereto.

(ddd) "Tenant" shall mean the party named as Initial Tenant herein; provided, however, that whenever this Lease and the Leasehold Estate shall be assigned or transferred in the manner specifically permitted herein, including through the Permitted Assignment, then from and after such assignment or transfer and until the next such assignment or transfer, the term "Tenant" shall mean the permitted assignee or transferee named therein, as if such transferee or assignee had been named herein as Tenant.

(eee) "Tenant Improvements" shall mean the Building, any Tenant Utilities constructed or renovated after the Commencement Date and subject to Landlord's approval, any other buildings, structures and improvements, including equipment, fixtures, furnishings and appurtenances, at any time erected or located on the Real Estate after the Commencement Date.

(fff) "Tenant Property" shall mean the Leasehold Estate and Tenant Improvements.

(ggg) "Tenant Utilities" means the water, sewer, natural gas, electric, cable, telephone, and all other utilities and equipment now existing or hereafter constructed on the Real Estate for the benefit of the Building

(hhh) "Term" shall mean the term of this Lease described in Article 1.

(iii) "Third Leasehold Mortgage" shall mean the leasehold mortgage of the Third Leasehold Mortgagee granting the Third Leasehold Mortgagee a third priority mortgage lien on the Tenant Property.

(jjj) "Third Leasehold Mortgagee" shall mean the Leasehold Mortgagee whose Leasehold Mortgage is the third most senior in priority of lien, as identified on Exhibit F attached hereto.

(kkk) "Unavoidable Delay" shall mean a delay beyond the reasonable control of Tenant and without the fault or negligence of Tenant, including, but not limited to: an act of God; fire; flood; epidemic; quarantine restriction; civil disorder; enemy action; strike, lockout or other labor dispute; unavailability of labor or materials; freight embargo; war; terrorism; unforeseen soil conditions, such as underground storage tanks and building foundations; and unusually severe weather.

**2.02** "The words "herein," "hereof" or "hereunder" and words of similar import refer to provisions contained in this Lease as a whole and not to any particular section or subdivision thereof. All exhibits and riders referred to in the text of this Lease and attached hereto are incorporated into this Lease.

## ARTICLE 3

### Rent

**3.01 Rent.** From and after the Commencement Date through the Term, Tenant shall pay to Landlord at the place for which notices to Landlord are to be sent in accordance with Article 16, or to such other Person and/or at such other place as shall be designated from time to time by written notice from Landlord to Tenant, fixed rent at the rate of One Dollar (\$1.00) for each Lease Year ("Rent"). Landlord acknowledges that such Rent, in the amount of \$75.00, has been prepaid in full concurrently with the execution of this Lease.

**3.02 No Partnership.** Landlord and Tenant agree that they are not partners or joint venturers and that, except in respect to the proceeds of insurance and condemnation awards under the provisions of Articles 8 and 12, they do not stand in any fiduciary relationship to each other.

**3.03 Payment of Rent.** All payments of Rent made to Landlord hereunder shall be made in lawful money of the United States of America.

**3.04 Net Lease.** Tenant shall pay to Landlord throughout the Term all Rent, free of any charges, assessments, Impositions or deductions of any kind and without abatement, deduction or set-off. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever hereunder or be under any other obligation or liability hereunder except as otherwise expressly set forth herein.

**3.05 No Abandonment.** Except to the extent provided in Section 8.01, no event or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its liability to pay the full Rent, or relieve Tenant from any of its other obligations under this Lease. Tenant waives any rights now or hereafter conferred upon it by statute, proclamation, decree, or otherwise, or to claim any abatement, diminution, reduction or suspension of the Rent or such obligations on account of any such event or situation.

**3.06 Reimbursements to Landlord; Arrearages.** Tenant shall reimburse Landlord for all reasonable expenditures, costs, expenses and fees, including reasonable attorneys' fees, made or incurred by Landlord in curing any Event of Default of Tenant. Such amounts shall become due upon delivery by Landlord of written notice stating the amount of such expenditures, costs, expenses and fees by Landlord. Tenant shall also pay to Landlord upon delivery of notice by Landlord, all amounts payable to Landlord as reimbursements or indemnities pursuant to Sections 6.03 and 6.05.

**3.07 Interest on Overdue Amounts.** All Rent and other amounts due to Landlord hereunder that are not paid when due, shall bear interest at the Lease Interest Rate from the due date to the date received by Landlord. Such interest shall be payable by Tenant to Landlord upon demand. The collection of such interest by Landlord shall not limit or modify any other right or remedy of Landlord under this Lease or otherwise available to Landlord by reason of Tenant's failure to pay such amount when due or by reason of any other Event of Default.

## ARTICLE 4

### Impositions

**4.01 Payment.** Throughout the Term, subject to the provisions of Section 4.04, Tenant shall pay or cause to be paid, as and when the same become due, all Impositions, except that:

(a) All Impositions attributable on the accrual basis to a calendar year or other period for which this Lease is in effect for less than the entire calendar year or other period shall be equitably apportioned (taking into account that Landlord may be entitled to exemptions or abatements) consistent with the time a party hereto held its respective interests in the Real Estate and Improvements;

(b) Where any Imposition is permitted by law to be paid in installments, Tenant may pay such Imposition in installments, as and when each such installment becomes due (Tenant acknowledges and agrees that Tenant is obligated to pay all such installments of any Imposition from which Landlord is or would be exempt, whether such installment is due prior to or after the Expiration Date or the date of any earlier termination of this Lease); and

(c) Where any Imposition is entitled to an abatement, refund, exemption or other diminution or reduction under law, whether available to Landlord or Tenant, the parties shall use their best efforts, at Tenant's sole expense, to cause such benefits to be afforded to Tenant under this Lease.

### **4.02 Deposit of Impositions.**

(d) Tenant shall timely pay, as additional rent, all Impositions, and all premiums on insurance required to be carried under Article 7, as and when the same are ascertainable, billed, and due and payable without interest, penalty or fine. Within thirty (30) days after Landlord's written request, Tenant shall deliver reasonable proof of such payment to Landlord.

(e) To the extent required by applicable law, during the continuance of any Event of Default, Tenant agrees to deposit with Landlord on the first day of each and every month thereafter during the Term one-twelfth (1/12) of (a) all Impositions due and payable from Tenant during the next succeeding 12-month period, based on the most recent ascertainable Impositions, plus (b) annual premiums on insurance policies required to be carried by Tenant under Article 7. Further, upon the occurrence of any Event of Default, Tenant shall deposit, at least thirty (30) days prior to the due date of any Imposition, such additional amount as may be necessary to provide Landlord with sufficient funds in such deposit account to pay each such Imposition and annual insurance premium at least thirty (30) days in advance of the due date thereof. The rights granted hereunder to Landlord shall not be exclusive to Landlord's rights and remedies following an Event of Default by Tenant. Landlord shall have no obligation to pay interest to Tenant on any amounts deposited by Tenant. Landlord shall apply any such deposits for the purpose held not later than the last day on which any such charges may be paid without interest or penalty. If, at any time, the amount of any Imposition or insurance premium is increased or Landlord receives reliable information from a Governmental Authority or insurer, as applicable, that an Imposition or insurance premium will be increased, and if the monthly deposits then being made by Tenant for such item (if continued) would not produce a fund sufficient to pay such item thirty (30) days prior to its due date, such monthly deposits shall thereupon be increased and Tenant shall deposit with Landlord, on demand by Landlord,

additional sums in an amount which, when added to the monies then on hand for the payment of said item plus the increased one-twelfth (1/12) payments, shall be sufficient to pay such item at least thirty (30) days before the same becomes due and payable. Tenant shall not be required to make any specific deposit required under this Section if a deposit for the same purpose is made by Tenant to an escrow or otherwise to persons pursuant to a requirement by any Leasehold Mortgagee. This Section 4.02(b) shall not apply to any Leasehold Mortgagee (or any nominee of a Leasehold Mortgagee) that becomes Tenant hereunder through foreclosure or transfer by deed in lieu of foreclosure unless: (i) the Event of Default arises after such Leasehold Mortgagee becomes Tenant hereunder; or (ii) the Event of Default arises prior to such Leasehold Mortgagee becoming Tenant hereunder and such Event of Default is not an Incurable Default and is an Event of Default that such Leasehold Mortgagee is obligated to cure under the provisions of this Lease, and such Leasehold Mortgagee fails to commence or cure such Event of Default within the time and in the manner required by this Lease.

**4.03 Contest of Impositions.** Tenant may, if it desires, contest the validity or amount of any Imposition, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Tenant may conduct such a contest only after payment of the challenged Imposition or Tenant shall, at least fifteen (15) days prior to the date such Imposition is due: (i) have deposited with the First Leasehold Mortgagee or an escrow agent acceptable to Landlord an amount sufficient to pay such contested Imposition, together with interest and penalties thereon, which amount shall be applied to the payment of such Imposition, interest and penalties when the amount thereof shall be finally fixed and determined; or (ii) have provided to the First Leasehold Mortgagee or to Landlord a bond, letter of credit or other security reasonably acceptable to Landlord. Nothing herein contained, however, shall be construed as to allow such Imposition to remain unpaid for such length of time as shall permit the Property, or any part thereof, or the lien thereon created by such Imposition, to be sold or forfeited for the nonpayment of the same. If the amount so deposited as aforesaid shall exceed the amount of such Imposition, interest and penalties when finally fixed and determined, the excess (or the entire amount if no such payment is required) shall be released from the escrow to Tenant, or in case there shall be a deficiency, the amount of such deficiency shall be forthwith paid by Tenant.

**4.04 Reduction of Impositions.** Tenant, at its expense, may, if it shall so desire, endeavor at any time or times, upon prior written notice to Landlord, to obtain a lowering of the assessed valuation upon the Real Estate or the Property for the purpose of reducing taxes thereon and, in such event, Landlord will offer no objection and, at the request of Tenant, will cooperate with Tenant, but without expense to Landlord, in effecting such a reduction. Tenant shall be authorized to collect any tax refund payable as a result of any proceeding Tenant may institute for that purpose and any such tax refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant, subject, however, to the apportionment provisions contained in Section 4.01, after deducting from such refund the costs and expenses, including legal fees, incurred in connection with obtaining such refund.

**4.05 Joinder of Landlord.** Landlord shall not be required to join in any action or proceeding referred to in Sections 4.03 or 4.04 unless required by law or any rule or regulation in order to make such action or proceeding effective, in which event, any such action or proceeding may be taken by Tenant in the name of, but without expense to, Landlord. Notwithstanding the foregoing, Landlord shall execute, when and as required and requested to do so by Tenant in writing, all applications, affidavits and other documents required to obtain or maintain any tax abatement or exemption which may be available. Landlord acknowledges

that Tenant intends to pursue a charitable property tax exemption ("Charitable Tax Exemption") in accordance with 35 ILCS 200/15-65 and 86 Ill. Admin. Code Part 110.116. Notwithstanding the foregoing, the Tenant shall be liable to pay all Impositions not abated or exempted through any Governmental Authority processes. Tenant hereby agrees to indemnify, defend and hold Landlord's Protected Persons harmless from and against all costs, expenses, claims, loss or damage, including reasonable attorney's fees, by reason of, in connection with, on account of, growing out of, or resulting from, any such action or proceeding.

**4.06 Tax Divisions.** Within thirty (30) days following the execution and delivery of this Lease, Tenant shall send notification to the Cook County Assessor's Office, Exemption Department, via certified mail, return receipt requested (with a copy to the City, Department of Planning and Development) of the creation of the Leasehold Estate in accordance with 35 ILCS Sections 200/15-20, 200/9-185 and 200/9-265. Landlord shall also send notification to the Cook County Assessor's Office, Exemption Department, via certified mail, return receipt requested (with a copy to the Tenant) of the creation of the Leasehold Estate. Upon receipt of such notices, the Cook County Assessor's Office may either (i) continue the existing PIN assigned to the Leasehold Estate and certain other leased property, or (ii) create a new PIN for the Leasehold Estate in accordance with 35 ILCS 200/9-195. Should the Cook County Assessor's Office not create a new PIN for the Leasehold Estate or if the PIN for the Leasehold Estate continues to apply to other leased property, then to the extent required by applicable law, Tenant shall, with the cooperation of Landlord and within one hundred eighty (180) days of the Commencement Date, file or cause to be filed a petition for a real estate tax division segregating (a) the Landlord's fee interest in the Real Estate from Tenant's Leasehold Estate and Tenant's interest in the Tenant Improvements, (b) the Real Estate from land owned by Landlord other than the Real Estate ("Other Land"), and (c) the Tenant's Leasehold Estate from other leasehold estates created on Other Land within the Campus, such that new, separate tax parcel designations are assigned to the Real Estate and the Tenant Property (and excluding the Other Land and any other leasehold estates created on the Other Land). Until such tax parcel redesignation occurs, Tenant agrees to pay or cause to be paid, when due (or, if paid by Landlord, to reimburse Landlord upon demand for) any property taxes attributable to the Real Estate, or any portion thereof, and any Improvements thereon that are taxed as part of a shared tax parcel. Landlord or Tenant may, if either shall so desire, contest the validity or amount of any such taxes, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Any such contest by Tenant shall be in accordance with Section 4.01. Tenant will promptly forward on to Landlord copies of any property tax bills it receives covering the Other Land.

## **ARTICLE 5**

### **Improvements**

**5.01 Required Improvements.** Tenant hereby covenants and agrees to commence and diligently pursue the construction of (i) the Tenant Improvements on the Real Estate, (ii)

the Driveway Extension, and (iii) the renovation of the Prete Access Easement Area, all in accordance with the Plans and Specifications, and obtain certificates of occupancy for all Tenant Improvements from the City. Landlord agrees that, upon receipt of written request from Tenant or a Leasehold Mortgagee, Landlord will cooperate with Tenant in applications for permits, licenses or other authorizations required for such Tenant Improvements; provided, however, that all expenses in connection therewith shall be borne by the Tenant. Notwithstanding the foregoing, nothing herein shall relieve the Tenant from the responsibility of achieving Final Completion. "Final Completion" shall mean (1) delivery by Tenant to Landlord of a final certificate of occupancy from the City with respect to the Development and (2) delivery by Tenant to Landlord of a certificate of final completion from the Tenant's architect with respect to the Development.

**5.02 Other Capital Improvements.** With respect to any Major Capital Improvement other than the Tenant Improvements that Tenant desires to undertake with respect to the Property, Tenant shall not commence construction unless Landlord shall have specifically approved such Major Capital Improvement and Tenant has complied with Section 5.03, provided that Landlord's approval shall not be unreasonably withheld or delayed. A "Major Capital Improvement" is a capital improvement involving an estimated cost of more than \$100,000.00, and shall include building additions, alterations, renovations, restorations, replacements or rebuildings, whether or not required to be made in compliance with Tenant's obligations under this Article, or in connection with a Restoration made under Article 8 as a result of damage or destruction, or under Article 12 as a result of any taking pursuant to eminent domain. Notwithstanding the foregoing, Landlord's consent under this Article 5 shall not be required in connection with: (i) a Restoration of the Improvements under Article 8 or Article 12 to the condition that existed immediately prior to the casualty or condemnation; or (ii) a capital improvement that is required pursuant to Requirements.

**5.03 Major Capital Improvements Requirements.** Prior to the commencement of any Major Capital Improvement, the following shall be submitted to Landlord:

- (a) complete plans and specifications for the Major Capital Improvement prepared by a licensed architect which plans shall also include landscaping plans and specifications;
- (b) copies of all permits and licenses for the construction of the Major Capital Improvement issued by the appropriate Governmental Authority;
- (c) a signed construction contract or contracts for all of the work, material and equipment comprising the Major Capital Improvement in accordance with the plans and specifications delivered pursuant to Section 5.03(a), together with appropriate property and liability insurance policies; and
- (d) a copy of one or more commitments from a Lender or Lenders for loans to be made available to Tenant, on both a construction loan and long-term take-out loan basis, in an amount that, together with equity that is available and specifically allocated thereto, is sufficient to pay the budgeted costs of construction of the Major Capital Improvement.

**5.04 Demolition.** Except in connection with a Restoration under Articles 8 or 12, Tenant shall not demolish the Improvements or Tenant Improvements, including any improvements to such Improvements or Tenant Improvements required under Section 5.01 or

any Major Capital Improvements permitted under Section 5.02, without the prior written consent of Landlord.

**5.05 Accessibility and Visitability Requirements.** All units in the Development that are subject to the accessibility requirements of the Fair Housing Act and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., shall be designed and constructed in accordance with such requirements. To the greatest extent feasible, all other units in the Development shall be built in accordance with the concept of Visitability, which recognizes that persons with disabilities should be able to enjoy the same privileges of accessibility to other living quarters outside their residence. "Visitability" means that: (a) at least one entrance is at grade (i.e. no steps), approached by an accessible route; and (b) the entrance door and all interior doors on the first floor are at least 34 inches wide, offering 32 inches of clear passage space.

**5.06 Easement Grant by Landlord.** Upon execution of this Lease and pursuant to this Section 5.06, the Landlord does hereby subject the Property and the applicable portion of the Campus to the easements set forth in the next paragraph of this Section 5.06, which shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person or entity having at any time any interest or estate in any part of the Property or the applicable portion of the Campus during the Term of the Lease.

Landlord hereby grants Tenant, during the Term: (i) a non-exclusive permanent easement for vehicular and pedestrian access, both ingress and egress, through the Prete Access Easement Area; (ii) a non-exclusive permanent easement for a right of access from the 5801 N. Pulaski Road entrance to the Campus to the Development over those sidewalks, paved roadways, and streets depicted in Exhibit H (ALTA Survey), whether now existing (or, to the extent consented to by Landlord at a future date, hereafter existing, including the forthcoming Driveway Extension), for the purpose of ingress and egress, by vehicle and by foot, to and from the Real Estate; (iii) a temporary construction easement over those portions of the Campus depicted in Exhibit H (ALTA Survey) as may be reasonably necessary to construct the Tenant Improvements and Driveway Extension and renovate the Prete Access Easement Area in accordance with the Plans and Specifications and, after such initial construction, to perform such maintenance as may be reasonably required from time to time. Landlord and Tenant agree to cooperate in limiting and locating the easement interests granted in clauses (i), (ii), and (iii) after the date of the Lease, and to execute and record such additional documents as may be necessary or appropriate to memorialize the final location of such easement interests. Tenant will use reasonable efforts to return the Campus to nearly the same condition as it existed prior to any construction, maintenance and repairs.

Landlord will also grant any non-exclusive utility easement that may be required by a public or private utility in order to provide utility service to the Property across, under or through Other Land.

**5.07 Easement Grant by Tenant.** Upon execution of this Lease and pursuant to this Section 5.07, the Tenant, to the extent of its Leasehold Estate, does hereby subject the Tenant Property to the easements set forth in the next paragraph of this Section 5.07, which shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person or entity having at any time any interest or estate in any part of the Tenant Property or the applicable portion of the Campus during the Term of the Lease.

## ARTICLE 6

### Use, Maintenance, Alterations, Repairs, Etc.

**6.01 Condition of Real Estate and Property.** Tenant has leased the Real Estate and Improvements after a full and complete examination thereof, the Landlord's title thereto and its present uses and restrictions, and, except for Excluded Environmental Conditions, Tenant accepts the same without any representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Property or any part thereof may be put; provided, however, that upon the commencement of this Lease, title to the Real Estate shall be subject only to the Permitted Exceptions. Except for Excluded Environmental Conditions, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property, throughout the Term. Other than the obligations of Landlord under this Section 6.01, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Real Estate and Improvements.

**6.02 Utilities.** The Tenant, at the Tenant's sole costs and expense, shall install and connect the Tenant Utilities, in accordance with the Plans and Specifications. The Tenant Utilities shall be for the exclusive use of Tenant. Tenant, at its sole cost, shall maintain and repair the Tenant Utilities. Tenant shall pay when due all charges for water, gas, electricity, light, heat, and telephone or other communication service, and all other Utility services used in or supplied to the Real Estate.

**6.03 Use of Tenant Property.** The Tenant Property shall be used and occupied only for multi-family senior housing uses consistent with the Housing Act, and for uses incidental thereto and for no other purpose, unless Landlord has consented in writing to such other use, which consent may be granted, withheld or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion. At all times during which this Lease is in effect, the Tenant shall manage the Real Estate and Development in accordance with the terms of the Property Management Agreement, in the form attached hereto as Exhibit K, provided that all subsequent amendments thereto and any replacement property management agreement thereof shall be acceptable to Landlord and the First Leasehold Mortgagee. Notwithstanding anything to the contrary contained in this Lease, Landlord may not terminate this Lease by reason of an act or omission of an occupant of one of the affordable units in the Building, unless such act or omission results in a condition or circumstance that also constitutes an Event of Default under this Lease. Tenant shall promptly and diligently take all reasonable steps, in accordance with the provisions of such sub-tenant's lease and applicable Requirements, to evict a sub-tenant who materially violates any material provision of his or her lease.

**6.04 Prohibited Use.** Tenant shall not use or occupy the Property or permit the same to be used or occupied, in a manner that would (a) materially violate any construction permit or certificate of occupancy affecting the Property or any Requirement, (b) make void or voidable any insurance then in force, or make it impossible to obtain fire or other insurance required to be furnished by Tenant hereunder, (c) cause or be apt to cause structural injury to the Property, or any part thereof, or (d) materially violate any material provision of this Lease; provided, however, that the foregoing shall not impose any obligation on Tenant with respect to any Excluded Environmental Condition.

**6.05 Maintenance of Property and Tenant Property.** Subject to Section 8.01, Tenant shall make all necessary repairs to and replacements of the Improvements and Tenant Improvements, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, and foreseen or unforeseen, and shall maintain and keep the Improvements and Tenant Improvements in good and safe order, repair and condition and in compliance with all applicable provisions of the Municipal Code of the City, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. Tenant covenants and agrees that throughout the Term all building systems, facilities and equipment, including HVAC systems, common area lighting and the like, shall be maintained in good operating order and repair. Tenant shall indemnify, defend and hold Landlord's Protected Persons harmless from and against any and all claims and demands arising from the failure of Tenant to perform the covenants contained herein or arising from any accident, injury or damage to any person or property that shall or may happen in or upon the Property or Tenant Property, or any part thereof, however caused, other than Landlord's willful misconduct or any Excluded Environmental Condition, and shall keep the Property and Tenant Property free and clear of any and all mechanics' liens or other similar liens or charges incidental to work done or material supplied in or about the Property and Tenant Property subject to the provisions in Section 4.03 providing for contest of such liens.

**6.06 Waste.** Tenant shall not do, permit or suffer any waste, damage, disfigurement or injury to or upon the Property or Tenant Property, or any part thereof, without repairing the same within a reasonable period of time. Tenant shall have the right at any time and from time to time to sell or dispose of any equipment or fixtures subject to this Lease that may have become obsolete or unfit for use or that is no longer useful, necessary or profitable in the conduct of Tenant's business; provided, however, that Tenant shall have substituted or shall promptly substitute for the property so removed from the Property other equipment or fixtures at least of equal quality and utility in the performance of the particular function in question as that of the property so removed unless, in Tenant's reasonable opinion set forth in written notice to Landlord, the property so removed was performing an obsolete function and replacement thereof is not necessary or appropriate to maintain the operation or character of the Property or Tenant Property, or the use and occupancy by residents and licensees of the Tenant Property or its overall value without impairment.

**6.07 Compliance with Requirements.** Except for Excluded Environmental Conditions, Tenant shall comply, at its own expense, with all Requirements during the Term and with the reasonable requests of any insurance company having a policy outstanding with respect to the Property or Tenant Property, or any part thereof, whether or not such Requirements or requests require the making of structural alterations or the use or application of portions of the Property or Tenant Property, for compliance therewith, or interfere with the use and enjoyment of the Property or Tenant Property, and shall indemnify, defend and hold harmless Landlord's Protected Persons from and against all fines, penalties, and claims for damages of every kind and nature arising out of any failure to comply with any such Requirement or request. It is the intention of the parties that Tenant during the Term shall discharge and perform all obligations of Landlord, as well as all obligations of Tenant arising as aforesaid, and hold harmless Landlord's Protected Persons therefrom (except for Excluded Environmental Conditions), so that at all times the Rent shall be net to Landlord without deductions or expenses on account of any such Requirement or request, whatever it may be. Tenant may, in good faith upon prior written notice to Landlord (and wherever necessary, in the name of, but without expense to, Landlord) and receipt of Landlord's written consent, which shall be in Landlord's sole discretion, and after having secured Landlord to its reasonable

satisfaction against loss or damage, by cash or by a letter of credit or surety bond in an amount, with an issuer or surety, and in form and substance reasonably satisfactory to Landlord, contest the validity of any such Requirement (other than City requirements) and, pending the determination of such contest, may postpone compliance therewith, provided that in no event shall such contest or postponement: (i) subject Landlord, the Property, Tenant Property, other buildings or the Campus to any fine or penalty or to prosecution for a crime; (ii) cause the Property and Tenant Property, or any part thereof, to be condemned or to be vacated; or (iii) cause any material interference with the operation of the Property or Tenant Property for the purposes set forth in Section 6.03 or the occupancy, use, benefit and enjoyment thereof by any sub-tenant of the Development.

**6.08 Exculpation of Landlord.** Except as otherwise set forth in the Lease, Landlord shall not be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property or Tenant Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease (except for Excluded Environmental Conditions), including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or Tenant Property or from the pipes or plumbing of the same, or from any other place or quarter; nor shall Landlord be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant's subtenants, employees or agents, or to any person or persons in or about the Property or Tenant Property or the streets, driveways, sidewalks, parkways or alleys adjacent thereto; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor (except for actions caused by Landlord's willful misconduct) and will further indemnify, defend and hold Landlord's Protected Persons harmless from and against any and all claims, liability, penalties, damages, expenses and judgments arising from injury to persons or property of any nature and also for any matter or thing arising out of or resulting as a direct or indirect consequence from the use or occupancy of the Property or Tenant Property; provided, however, that the foregoing obligations shall not apply to Excluded Environmental Conditions.

**6.09 Exculpation of Leasehold Mortgagee.** Until any Leasehold Mortgagee becomes a mortgagee in possession or the tenant under a new lease, no Leasehold Mortgagee shall, except to the extent of the gross negligence or willful misconduct of such Leasehold Mortgagee, its agents and employees on or about the Land be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property or Tenant Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease, including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or Tenant Property or from the pipes or plumbing of the same, or from any other place or quarter; nor shall any Leasehold Mortgagee be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant's subtenants, employees or agents, or to any person or persons in or about the Property or Tenant Property or the sidewalks, parkways, and parking areas adjacent thereto.

**6.10 Landlord's Right of Entry.** Landlord shall have the right, upon reasonable advance notice to Tenant and sub-tenants, when appropriate, on any business day, to enter upon the Property or Tenant Property, for the purpose of ascertaining the condition thereof, or whether Tenant is observing and performing the obligations assumed by it under this Lease, or to make any repairs or perform any work, all without hindrance or molestation from Tenant, or anyone claiming by, through or under Tenant, whether as subtenant or otherwise. The above mentioned rights of entry shall be exercisable at reasonable times, at reasonable hours and on

reasonable advance notice; provided, however, that entry may be made at any time without notice in the event of an emergency (although Landlord shall endeavor to give Tenant prior notice thereof). Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such repairs or perform any such work.

**6.11 No Liens.** Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanics' or other lien for any such labor or material shall attach to or affect the estate or interest of Landlord in and to the Property, the Tenant Property (as applicable) or any part thereof.

**6.12 Snow Removal.** Tenant shall provide and pay for prompt removal of snow and ice from parking lots which serve and sidewalks that abut or lead to the Property and Tenant Property and shall assume total responsibility for failure to do so. Tenant acknowledges that Landlord shall have no snow or ice removal duties with respect to such parking lots or sidewalks or the Development.

**6.13 No Other Rights.** This Lease does not give Tenant any other right with respect to the Campus. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord to perform any additional duties or services except as expressly set forth in this document.

**6.14 Economic Disclosure Statement Affidavit ("EDS") Updates.** Throughout the Lease Term, Tenant shall provide Landlord with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement Affidavit ("EDS"). Landlord may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

**6.15 Permits.** For any activity which Tenant desires to conduct on the Real Estate in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Property or Tenant Property for such activity. The City, through its Department of Planning and Development and Department of General Services, must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a default under this Lease.

**6.16 Security.** Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Property or Tenant Property. Tenant shall assume responsibility for properly securing the Property or Tenant Property.

**6.17 Repairs for Tenant Negligence, Vandalism, or Misuse.** Tenant shall assume all responsibility for any repairs to any portion of the Property, Tenant Property or Development necessitated by the negligence, vandalism, misuse, or other acts of Tenant, or Tenant's contractors, licensees, invitees, or agents, or third parties.

## **ARTICLE 7**

### **Insurance**

**7.01 Maintenance of Insurance.** During the Term, Tenant shall, at its sole expense, obtain and maintain, or cause to be obtained and maintained policies of insurance satisfying the requirements set forth on Exhibit I.

**7.02 Form of Policies.** Except as provided in Section 8.02, any policies of insurance covering the Development during construction, shall expressly provide that any losses thereunder shall be adjusted with Tenant and all Leasehold Mortgagees as their interests may appear (or, absent any Leasehold Mortgagees, with Landlord). All such insurance shall be carried in the name of Tenant and loss thereunder shall be payable to Tenant and the Leasehold Mortgagees, if any, and Landlord, as their respective interests may appear.

**7.03 Evidence of Insurance and Payment.** Upon the execution and delivery of this Lease, and thereafter not later than fifteen (15) days prior to the expiration date of an expiring policy theretofore furnished pursuant to this Article, certificates of insurance evidencing the required coverages, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord. Upon request from Landlord, Tenant shall deliver to Landlord duplicate originals or certified copies of the policies required by this Article 7.

**7.04 Separate Insurance.** Tenant shall not obtain separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by or that may reasonably be required to be furnished by Tenant unless Landlord is included therein as an additional insured, with loss payable as required in this Lease. Tenant shall immediately notify Landlord of the obtaining of any such separate insurance and shall deliver duplicate originals or certified copies of the policy or policies so obtained as provided in Section 7.03.

**7.05 Cancellation.** Each policy of insurance delivered hereunder shall contain an agreement by the insurer that such policy shall not be cancelled or materially altered without at least thirty (30) days' prior written notice given to Landlord and to each Leasehold Mortgagee named in such policy.

## **ARTICLE 8**

### **Damage and Restoration**

#### **8.01 Damage or Destruction.**

(a) In the event of any damage to or destruction of the Improvements during the Term, Tenant shall give Landlord immediate notice thereof and, unless the Insurance Proceeds are applied by a Leasehold Mortgagee to reduce its debt in accordance with Section 8.05, Tenant shall promptly and diligently restore, replace, rebuild and repair the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction, in accordance with the following provisions of this Article 8. Landlord shall have no duty to restore, replace, rebuild or repair the Property or Tenant Property, as applicable, or any portion thereof, or to pay any of the costs or expenses thereof. All work in connection with such restoration, replacement, rebuilding and repairing, including all temporary repairs to the Property or Tenant Property, as applicable, or repairs made for the protection of the Property or Tenant Property, as applicable, pending the completion of the permanent restoration, replacement, rebuilding and repairing, is hereinafter collectively referred to as "Full Restoration." In the event of any damage to or destruction of the Improvements or Tenant Improvements occurring during the Term, Tenant shall, upon demand, deposit with the First Leasehold Mortgagee (or, if none, with Landlord), or into the Restoration Escrow (as hereinafter defined), the amount of any applicable deductible or self-insurance (the "Deductible"). If the Net Insurance Proceeds (as that term is hereinafter defined) available for a particular Restoration (as hereinafter defined) plus the amount of the Deductible, are

insufficient to accomplish the Full Restoration, then Landlord may terminate this Lease with respect to the portion of Real Estate on which such damaged or destroyed Improvements or Tenant Improvements, as applicable, were situated by written notice to Tenant and all Leasehold Mortgagees, unless: (1) within ninety (90) days after the amount of Net Insurance Proceeds has been determined, Tenant deposits with the First Leasehold Mortgagee (or, if none, with Landlord) cash, a letter of credit and/or evidence satisfactory to the First Leasehold Mortgagee (or, if none, to Landlord) of the availability of funds (from a loan or otherwise) in an amount equal to the Restoration Deficiency (as hereinafter defined); or (2) within ninety (90) days after the expiration of said 90-day period, any one or more of the Leasehold Mortgagees and/or any other Person so deposits the Restoration Deficiency with the First Leasehold Mortgagee (or, if none, with Landlord) or into the Restoration Escrow; or (3) within one hundred eighty (180) days after the amount of Net Insurance Proceeds has been determined, the First Leasehold Mortgagee agrees to a Partial Restoration and agrees to make the Net Insurance Proceeds available for such Restoration; or (4) at least one Leasehold Mortgagee is diligently proceeding to obtain such insurance proceeds and, if applicable, to exercise its rights with respect to the Restoration; provided, however, that the foregoing prohibition against termination shall no longer be applicable when the First Leasehold Mortgagee elects to apply such insurance proceeds to repay outstanding debt in lieu of Restoration. The First Leasehold Mortgagee shall consult with the other Leasehold Mortgagees with respect to the application of the Net Insurance Proceeds; provided however that in the event of any disagreement between the First Leasehold Mortgagee and the other Leasehold Mortgagees over the application of the Net Insurance Proceeds, the decision of the First Leasehold Mortgagee, in its sole discretion, shall prevail, subject to Section 8.01(c). The Full Restoration or Partial Restoration, as applicable, is hereinafter referred to as the "Restoration". As used herein, the term "Restoration Deficiency" shall mean additional funds in an amount sufficient, when added to the Net Insurance Proceeds available for a Restoration plus the Deductible, to complete such Restoration. If this Lease is terminated pursuant to this Section 8.01(a), with respect to a portion of the Real Estate only then, at the option of Landlord, Tenant shall, at Tenant's sole expense, demolish and/or remove such of the Improvements or Tenant Improvements, as applicable, on such portion of the Real Estate as are designated by Landlord, provided that, if the costs of such demolition and removal exceed the Deductible, sufficient Net Insurance Proceeds are made available to Tenant for that purpose.

(b) Landlord shall use reasonable efforts to demolish and remove all structures that are not part of the Property, at its cost, as required for the Full or Partial Restoration of the Property. Landlord shall use all reasonable efforts to cause such demolition and removal to occur without delay or interference with the Partial or Full Restoration.

(c) The determination of whether the Proceeds are sufficient for a Full Restoration and that such Full Restoration is feasible, shall be reasonably made by the First Leasehold Mortgagee in accordance with the requirements of the First Leasehold Mortgage (or, if there is no First Leasehold Mortgagee, by Landlord). The First Leasehold Mortgagee shall consult with the other Leasehold Mortgagees with respect to application of Net Insurance Proceeds; provided however that in the event of any disagreement between the First Leasehold Mortgagee and the other Leasehold Mortgagees over the application of Net Insurance Proceeds, the determination of the First Leasehold Mortgagee, in its sole discretion, shall prevail. If there is to be a Restoration, all Proceeds shall be deposited in a construction disbursement escrow among the First Leasehold Mortgagee, the Second Leasehold Mortgagee, Landlord and Tenant and a mutually acceptable title company (the "Restoration Escrow") (or, if there is no First Leasehold Mortgagee, with Landlord), and disbursed to pay the costs of such Restoration. The Second Leasehold Mortgagee and Third Leasehold

Mortgagee agree to be bound by the First Leasehold Mortgagee's determination and to make the Net Insurance Proceeds available for such Restoration. In the event of any such damage to or destruction of the Improvements, Tenant, Landlord or any Leasehold Mortgagee shall have the right (but not the obligation) to deposit the Restoration Deficiency into the Restoration Escrow. Unless the Restoration Deficiency is deposited with the First Leasehold Mortgagee or into the Restoration Escrow (or, if there is no First Leasehold Mortgagee, with Landlord), or all of the Leasehold Mortgagees agree to a Partial Restoration, within the time periods provided in Section 8.01(a), this Lease shall terminate as to the affected portions of the Real Estate and the provisions of Section 8.05 shall apply.

**8.02 Adjustment of Insurance Claims and Disbursements.** Adjustment of any insurance claim shall, subject to the terms of any Leasehold Mortgage, be negotiated by Tenant. All insurance proceeds shall be deposited with the First Leasehold Mortgagee (or, if none, with Landlord) or into a Restoration Escrow, and administered as hereinafter set forth. All insurance proceeds received by Landlord or Tenant on account of such damage or destruction, less the actual costs, expenses and fees, if any, incurred in connection with the adjustment of the loss (the "Net Insurance Proceeds"), shall be applied in accordance with the terms of this Article. Such Net Insurance Proceeds plus the Deductible shall be paid out from time to time as such Restoration progresses and is approved. All Proceeds held by the First Leasehold Mortgagee for purposes of Restoration shall be held in trust for the benefit of Tenant and the funding of such restoration work.

**8.03 Deficiencies.** If, at any time during the course of a Restoration, the projected Restoration Deficiency increases, Tenant shall either, before proceeding with the Restoration, deposit with the First Leasehold Mortgagee (or, if none, with Landlord) cash, a letter of credit and/or evidence satisfactory to Landlord of the availability of funds (from a loan or otherwise) in an amount equal to the increase in the Restoration Deficiency, or deliver to the First Leasehold Mortgagee (or, if none, to Landlord) a surety bond from a company and in form and substance satisfactory to the First Leasehold Mortgagee (or, if none, to Landlord), for such increase in the Restoration Deficiency, the premium for which shall have been paid by Tenant. Thereupon, Tenant may proceed with the Restoration.

**8.04 Landlord's Right to Complete.** Subject to the prior written consent of the First Leasehold Mortgagee under Section 8.01, if a Restoration is commenced or required to be commenced, and if Tenant shall fail to promptly and diligently commence and complete such Restoration, Landlord, after first giving all Leasehold Mortgagees written notice and at least sixty (60) days thereafter to commence such Restoration and thereafter promptly and diligently complete such Restoration, may, but is not obligated to, complete the same and apply the Net Insurance Proceeds plus the Deductible and any additional funds provided by Tenant to the cost of Restoration.

**8.05 Leasehold Mortgages.** Except as provided in Section 8.01: (1) all provisions of this Article 8 are subject to the rights of the First Leasehold Mortgagee and the provisions of the First Leasehold Mortgage; (2) the provisions of the First Leasehold Mortgage shall govern in the event of any conflict or inconsistency between the provisions of this Article 8 and the provisions of the First Leasehold Mortgage; and (3) application of Net Insurance Proceeds shall be subject to the terms of the Leasehold Mortgages, and the respective priorities of such Leasehold Mortgages thereunder, including the Leasehold Mortgagees' rights, if any, to apply proceeds of insurance to the payment of outstanding debt owed by Tenant to such Leasehold Mortgagees in lieu of Restoration. In such an event, Landlord and Tenant shall adjust any remaining balance of insurance proceeds as their respective interests may be affected by such

damage or destruction, and this Lease shall terminate as to the affected portions of the Real Estate. No termination of this Lease shall occur under this Article 8 so long as at least one Leasehold Mortgagee is diligently proceeding to obtain such insurance proceeds and, if applicable, to exercise its rights with respect to the Restoration; provided, however, that the foregoing prohibition against termination shall no longer be applicable when the First Leasehold Mortgagee elects to apply such insurance proceeds to repay outstanding debt in lieu of Restoration.

## ARTICLE 9

### Title and Ownership; Leasehold Mortgage

#### **9.01 Restrictions on Transfer.**

(a) Except for Permitted Transfers and Permitted Refinancing: (i) Tenant shall not at any time without the prior written consent of Landlord: (A) sell, assign, transfer, or convey (any, a "Transfer") all or any part of its interest under this Lease, or (B) Transfer all or any part of any structure or other Improvement or Tenant Improvement located on the Real Estate; or (C) sublet all or any part of the Tenant Property except for subletting of the dwelling units to subtenants pursuant to subleases with a term (including options to extend or renew) not in excess of one (1) year and (ii) there shall not be a change of control of the Tenant or the Transfer of any interest in the Tenant. Landlord's consent to any of the foregoing may be granted, withheld or granted with such conditions as Landlord shall require, in its sole and absolute discretion.

(b) If a Permitted Transfer consisting of a Transfer of the Leasehold Estate occurs, the transferee or assignee shall enter into an assumption agreement with Landlord by which it assumes all of Tenant's rights and obligations under this Lease. Thereafter, the transferee or assignee shall succeed to all rights and obligations of Tenant under this Lease, and shall be deemed a permitted assignee of Tenant, and Tenant making such Transfer shall be and hereby is relieved of any continuing obligations hereunder arising thereafter and such permitted assignee, by accepting such assignment, shall be deemed to have assumed all obligations hereunder arising after such assignment. Landlord acknowledges that Tenant may cause the Improvements or Tenant Improvements, as applicable, or a portion thereof, to qualify for housing for "very low-income" households for the period required under Section 42 of the Code. Tenant may cause the Improvements or Tenant Improvements, or a portion thereof, to qualify for other state and/or federal assistance, including but not limited to financing arranged through or insured by HUD. To the extent required by the Code and/or HUD as a condition to such qualification, and as may be required under Article 19, Tenant is authorized to enter into restrictive covenants encumbering the Tenant Property pertaining to the use of the Tenant Property. Landlord agrees to enter into a subordination agreement relating to this Lease as to such restrictive covenants as may be required to obtain and maintain such qualifications.

(c) Landlord shall not, without the prior written consent of Tenant and all Leasehold Mortgagees, mortgage or create a lien upon (i) all or any part of the Real Estate, or (ii) all or any part of its interest in this Lease or any Improvement or Tenant Improvement.

(d) The Parties acknowledge that it may become necessary to grant easements and/or licenses over, under, upon and across the Real Estate for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities

to serve the Improvements and Tenant Improvements. All such easements and licenses shall be subject to the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. If required, Landlord shall grant or join with Tenant in the grant of such easements and licenses, so as to subject Landlord's interest in the Real Estate to such easements and licenses. All costs in connection with such easements and licenses shall be borne by Tenant.

**9.02 Liens.** Other than the Permitted Exceptions and any Permitted Refinancing, Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien (including but not limited to any mechanic's, contractor's, subcontractor's or materialman's lien or any lien, encumbrance or charge arising out of any Imposition, conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the Property or Tenant Property, as applicable, or any part thereof, or the income therefrom, and Tenant shall not suffer any matter or thing whereby the estate, rights and interests of Landlord in the Property or Tenant Property, or any part thereof, will be impaired (excluding any impairment, lien or encumbrance arising by action of Landlord). Notwithstanding the foregoing prohibitions, Tenant shall have the right to contest any such lien upon compliance with the same conditions as are applicable to the contest of any Imposition under Section 4.03 or to provide title insurance over any such lien in a manner reasonably satisfactory to Landlord. If Tenant shall fail to cause any such matter to be discharged of record or contested in the foregoing manner, then Landlord may, but shall not be obligated to, in addition to any other right or remedy, discharge such lien at any time after delivery of notice to Tenant, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings or otherwise, and in any such event Landlord shall be entitled, if it so elects, to compel the prosecution of an action for foreclosure of such lien by the lienholder and to pay the amount of judgment in favor of the lienholder with interest, costs and allowances. Any amount so paid by Landlord and all reasonable costs, expenses and fees incurred by Landlord in connection therewith shall be reimbursed by Tenant to Landlord. This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the Real Estate for Tenant or any subtenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Real Estate, unless such work or materials is specifically ordered by Landlord in writing.

**9.03 Leasehold Mortgage.**

(a) In order to enable Tenant to finance a portion of the cost of construction of the Development, Tenant shall have the right, at or prior to commencement of construction of the Tenant Improvements required under Section 5.01, to grant and record the First Leasehold Mortgage, Second Leasehold Mortgage and Third Leasehold Mortgage. The aggregate amounts financed by Tenant through the Leasehold Mortgages shall not exceed the estimated cost of the Development, or such other greater amount as is reasonably approved by Landlord. Landlord's interest in the Property, Tenant Property (as applicable) or this Lease shall at no time be encumbered by and shall at no time be subject or subordinate to any Leasehold Mortgage (i.e. the foreclosure of any such Leasehold Mortgage shall not divest Landlord of its fee simple title or reversionary interest). For purposes of this Article 9, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or the Leasehold Estate, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. A Leasehold

Mortgagee may become the holder of the Leasehold Estate and succeed to Tenant's interest under this Lease by foreclosure of its Leasehold Mortgage (either in its own name or in the name of its nominee) or as a result of the assignment of the Tenant's interest under this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any Leasehold Mortgage or the assignee or transferee of Tenant's interest under this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the obligations of Tenant from and after the date of such assignment, but only for so long as such purchaser, assignee or transferee is the owner of the Leasehold Estate.

(b) If an Event of Default by Tenant occurs, Landlord agrees that it will not terminate this Lease or take possession of the Tenant Property if: (i) any Leasehold Mortgagee shall cure the default within 180 days after expiration of the time for Tenant to cure said default, or if such default cannot reasonably be cured within said 180-day period, and any Leasehold Mortgagee in good faith commences within said 180-day period and thereafter diligently prosecutes all actions required to cure such default, such longer period as may be reasonably necessary; or (ii) within 180 days after notice of such default by Landlord to a Leasehold Mortgagee, such Leasehold Mortgagee commences legal proceedings (herein called "foreclosure proceedings") to foreclose the lien of its Leasehold Mortgage and if such Leasehold Mortgagee diligently proceeds with its foreclosure proceedings or obtains a deed in lieu of foreclosure (including seeking to be put in possession as mortgagee-in-possession or seeking to obtain the appointment of a receiver in such foreclosure proceedings), or (iii) such Event of Default cannot by its nature be cured by any Leasehold Mortgagee. The foregoing 180 day periods shall be extended for so long as such Leasehold Mortgagee is enjoined or stayed in any bankruptcy or insolvency proceedings filed by or against Tenant. Nothing in this Article 9 shall require any Leasehold Mortgagee, as a condition to the exercise of rights provided under this Article 9, to cure any Event of Default of Tenant that is specific to Tenant and therefore not reasonably susceptible of being cured by such Leasehold Mortgagee. The foregoing shall not be deemed to excuse a Leasehold Mortgagee from performing covenants relating to the construction or condition of the Tenant Improvements on the Leasehold Estate or other similar matters requiring access to and/or control of the Tenant Property from and after such time as such Leasehold Mortgagee acquires possession of the Tenant Property or Tenant's Leasehold Estate by receivership, foreclosure or otherwise, provided that the Construction Completion Deadline shall be extended accordingly during any such period given to initiate and complete any foreclosure proceeding. If no Leasehold Mortgagee commences and prosecutes either curative action or foreclosure proceedings as provided above, Landlord may invoke any or all of its remedies under this Lease, including the remedy of termination. In the event the purchaser at the foreclosure sale or the assignee of such purchaser or the recipient of any deed in lieu of foreclosure acquires the Leasehold Estate and Tenant's interest in the Tenant Improvements, such purchaser or assignee shall thereupon become Tenant under this Lease and hereby agrees to assume and perform each and all of Tenant's obligations and covenants hereunder from and after the date that such purchaser or assignee acquires the Leasehold Estate and Tenant's interest in the Tenant Improvements.

(c) In the event there is a First Leasehold Mortgage, Landlord agrees that it will not accept a surrender of the Tenant Property or a cancellation of this Lease from Tenant prior to the expiration of the Term of this Lease and will not amend this Lease without in each case obtaining the prior written consent of the First Leasehold Mortgagee.

(d) Each Leasehold Mortgagee, by accepting its Leasehold Mortgage, agrees for the benefit of Landlord:

(i) that such Leasehold Mortgagee will use reasonable efforts to give to Landlord notice of all events of default declared by such Leasehold Mortgagee with respect to its Leasehold Mortgage Loan that give such Leasehold Mortgagee the right of acceleration, concurrently with or promptly after notice thereof is given to Tenant; and Landlord shall have the right, but shall not be obligated, to cure any such defaults on the part of Tenant within the time period, if any, allowed by the Leasehold Mortgage; and

(ii) prior to commencing foreclosure proceedings or accepting a deed in lieu of foreclosure, such Leasehold Mortgagee shall give Landlord a written notice describing the action proposed to be taken by such Leasehold Mortgagee and stating the aggregate amount of the indebtedness then due and secured by the Leasehold Mortgage, and setting forth in reasonable detail the respective portions of said indebtedness attributable to principal, interest, attorneys' fees and expenses and other costs, fees and expenses. Landlord shall have a period of thirty (30) days after Landlord receives such notice from such Leasehold Mortgagee within which Landlord, at its election, may purchase from such Leasehold Mortgagee, without representation, warranty or recourse (other than as to the purchase price), the Leasehold Mortgage, the indebtedness secured thereby, and any other security held by such Leasehold Mortgagee for such indebtedness, for a purchase price equal to the amounts due such Leasehold Mortgagee under the Leasehold Mortgage.

(e) So long as the First Leasehold Mortgage is in existence, unless the First Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Real Estate and the Leasehold Estate shall not merge, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold Estate by the Landlord, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 9.

(f) Notwithstanding any provisions to the contrary in Sections 6.05, 6.07, 6.08, 11.02 or 20.03, Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that: (a) the First Leasehold Mortgagee or purchaser at a foreclosure sale or assignee or transferee in lieu of foreclosure of a First Leasehold Mortgage that succeeds to the Leasehold Estate and becomes a successor Tenant hereunder (a "Successor") shall not be responsible for any then existing indemnification obligation of the former Tenant except to the extent the indemnification obligation relates to an act, omission or condition that continues after such Successor's succession to Tenant's possessory or leasehold interest and gives rise to additional damages or claims after such succession; (b) such Successor shall not be required to cure a default that is peculiar to Tenant's status, solvency or condition and that, therefore, cannot be cured by the payment of money or the taking of affirmative action (an "Incurable Default"); and (c) failure by such Successor to cure an Incurable Default or to assume such existing indemnification obligations of the former Tenant shall not constitute a basis for not recognizing such Successor as the successor Tenant or for terminating this Lease.

## ARTICLE 10

### Tenant Default: Rights and Remedies of Landlord

**10.01 Tenant's Event of Default.** Each of the following events shall be an "Event of Default" by Tenant under this Lease:

(a) Tenant's failure to pay, when due, any installment of Rent or any other amount to be paid by Tenant under this Lease, and such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying such failure;

(b) Tenant shall be in default under Section 9.01(a);

(c) if any insurance required to be maintained by Tenant shall lapse without replacement, so that any required coverage is not in effect;

(d) Tenant shall fail to perform or observe any other material obligation, term or provision under this Lease and such failure continues beyond sixty (60) days after written notice from Landlord to Tenant specifying such Event of Default; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Tenant shall be allowed a reasonable additional period to effect such cure;

(e) a petition in bankruptcy is filed by or against Tenant, or if Tenant makes a general assignment for the benefit of creditors or is adjudged insolvent by any state or federal court, and in the case of any such involuntary petition, action or proceeding not initiated by Tenant such petition, action or proceeding is not dismissed or stayed within ninety (90) days after the commencement of such petition, action or proceeding; and

(f) Tenant shall fail to commence construction of the Development in accordance with the Plans and Specifications prior to sixty (60) days following the closing of the First Leasehold Mortgage or Tenant shall fail to complete the construction of the Development in accordance with the Plans and Specifications prior to the Construction Completion Deadline (or such later date as the First Leasehold Mortgagee may authorize, or in the absence of a First Leasehold Mortgagee, the Landlord), and such failure continues for a period of sixty (60) days after written notice from Landlord specifying such failure; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure any such failure, Tenant shall be allowed a reasonable additional period to effect such cure. Such commencement and completion deadlines shall be subject to reasonable extension in the event of an Unavoidable Delay.

**10.02 Termination.** If an Event of Default shall occur, Landlord may not terminate this Lease for so long as the provisions of Sections 9.03, 10.13 or any other provision of this Lease that expressly limits Landlord's ability to terminate this Lease precludes such termination. Otherwise Landlord, at its option, at any time thereafter during the continuance of such Event of Default, may give to Tenant and all Leasehold Mortgagees a notice of termination of this Lease, and, upon the date specified in such notice, which date shall be after all cure periods and foreclosure proceeding periods without a cure or foreclosure (or exercise by a Leasehold Mortgagee of other remedies contemplated by Section 9.03(b)) being effected, then this Lease and all of Tenant's rights under this Lease shall expire and terminate as if that date were the date herein originally fixed for the expiration of the Term of this Lease, and on the date so

specified, Tenant shall vacate and surrender the Property and Tenant Improvements to Landlord. If an Event of Default under Section 10.01(f) shall occur, then Landlord's right to terminate the entire Lease by reason of such Event of Default shall be limited as hereinafter provided.

**10.03 Transfer of Deposits, etc.** If this Lease terminates under Section 10.02, all unearned insurance premiums, all deposits theretofore made by Tenant with utility companies, any claims for refund of any Imposition, any pending claims for insurance proceeds or condemnation awards, and all fuel and supplies on the Property or Tenant Improvements owned by Tenant shall, subject to the rights of the Leasehold Mortgagees, be deemed to be and are hereby assigned to and transferred to Landlord to be applied in payment of Tenant's liability under this Lease.

**10.04 Re-entry.** If this Lease terminates under Section 10.02 or by operation of law or otherwise, Landlord may without further notice re-enter and repossess the Property and Tenant Improvements.

**10.05 Injunctive Relief.** In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled, after expiration of any applicable notice and cure period, to injunctive relief against such breach or threatened breach, and shall have the right to invoke any right or remedy available at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

**10.06 Re-letting by Landlord.** If Landlord terminates this Lease under Section 10.02, Landlord may re-let the Property and Tenant Improvements or any part thereof and receive the rent therefor, whether such rent is in the aggregate greater than or less than the Rent payable hereunder. Landlord shall not be responsible or liable in any way for failure to re-let the Property or Tenant Improvements or any part thereof or for failure to collect any rent due on such re-letting, except as required by law to mitigate Landlord's damages.

**10.07 Receipt of Monies: No Waiver.** No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate, continue or extend the term of this Lease or of any notice of termination theretofore given to Tenant, or operate as a waiver of Landlord's right to enforce the payment of Rent and any other payments or charges herein reserved or agreed to be paid by Tenant, then or thereafter falling due, or operate as a waiver of Landlord's right to recover possession of the Property or Tenant Improvements by proper remedy, it being agreed that after service of notice to terminate this Lease or the commencement of any suit or summary proceedings, or after final order for the possession of the Property or Tenant Improvements, Landlord may demand and collect any monies due or thereafter falling due in any manner without affecting such notice, proceeding, order, suit or judgment, and all such monies collected shall be deemed paid on account of the use and occupancy of the Tenant Property or, at Landlord's election, on account of Tenant's liability hereunder.

**10.08 No Implied Waivers.** Landlord's granting of a consent under this Lease, or Landlord's failure to object to an action taken by Tenant without Landlord's consent under this Lease, shall not be deemed a waiver by Landlord of its right to require such consent for any further similar act of Tenant. No waiver by Landlord of any breach of any of the conditions, covenants or agreements of this Lease shall be construed, taken or held to be a waiver of any other breach or be a waiver, acquiescence in or consent to any further or succeeding breach

of the same term, condition, covenant or agreement. None of Tenant's covenants, agreements, obligations or undertakings under this Lease, and no breach thereof, may be waived, altered or modified except by a written instrument executed by Landlord.

**10.09 Remedies Not Exclusive.** Subject to provisions of Article 18 and other provisions of this Lease restricting Landlord's right to terminate this Lease, no right, power or remedy conferred upon or reserved to Landlord under this Lease or under law shall be considered exclusive of any other right, power or remedy, but shall be cumulative and shall be in addition to those existing at law or in equity, or by statute or otherwise, and may be exercised from time to time, without precluding Landlord's simultaneous or later exercise of any or all other rights, powers or remedies. No delay or omission of Landlord in exercising any right, power or remedy arising from any default shall impair any such right, power or remedy or shall be construed to be a waiver of any such default.

**10.10 Waiver of Notice.** Tenant expressly agrees that any notice of intention to re-enter provided in any statute or to initiate legal proceedings to that end shall run concurrently with any applicable notice period provided hereby so that any required notice period shall not be longer than the longer of such statutory notice or notice required under this Lease. Tenant waives, for and on behalf of itself and all persons and parties claiming through or under it (other than any Leasehold Mortgagee), any and all right of redemption provided by any law or now in force or hereafter enacted or otherwise, for re-entry or repossession, or to restore the operation of this Lease, in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge, or in case of re-entry or repossession by Landlord, or in case of any expiration or termination of this Lease.

**10.11 Suits for Damages.** Suits for damages or deficiencies, or for a sum equal to any installments of Rent, Impositions and other charges and payments hereunder shall be subject to the provisions of Article 18.

**10.12 Bankruptcy.** Nothing in this Article contained shall limit or prejudice the right of Landlord to prove and obtain as damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to any of the preceding Sections.

**10.13 Leasehold Mortgagee's Rights.** Notwithstanding the remedies afforded to Landlord under this Article 10, such remedies shall be subject to and subordinate to the Leasehold Mortgagees' rights granted herein.

## **ARTICLE 11**

### **Additional Rights and Remedies of Landlord**

**11.01 Performance by Landlord.** If an Event of Default shall occur and provided that a Leasehold Mortgagee has not cured such failure within the time period provided herein for such cure (provided that any notice of default required by the terms of this Lease pursuant to Section 10.2 to be given to the Leasehold Mortgagees by Landlord), Landlord may, at its option (but shall not be required to), make any such payment or perform any such act, and for such purpose Landlord may enter upon the Property or Tenant Property, as applicable, and

take all actions thereon as may be deemed by Landlord necessary or desirable therefor. Any amount paid or incurred by Landlord in effecting or attempting to cure such failure shall be additional rent due from Tenant to Landlord, and shall be payable by Tenant upon demand.

#### **11.02 Tenant to Provide Indemnification.**

(a) Unless arising from Landlord's willful and wanton misconduct, or until Landlord shall have re-entered the Property or Tenant Improvements upon expiration or termination of this Lease, (and, then, only with respect to acts or omissions by Landlord after such re-entry), Tenant agrees to indemnify, defend and save Landlord's Protected Persons harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including reasonable attorney's fees) which may be imposed upon, incurred by or asserted against Landlord's Protected Persons by reason of any of the following occurring during the portion of the Term during which such indemnitor was Tenant hereunder:

(i) any use, non-use, possession, occupation, condition (other than Excluded Environmental Conditions), operation, repair, maintenance or management of the Property, or any part thereof, or any occurrence of any of the same;

(ii) any act or omission on the part of Tenant or any subtenant, licensee or invitee, or any of its or their agents, contractors, servants, employees, licensees or invitees relating to the Property or this Lease;

(iii) any accident, injury (including death) or damage, regardless of the cause thereof, to any person or property occurring in, on or about the Property or any part thereof;

(iv) any contest permitted pursuant to the provisions of Section 4.03 or 6.07;

(v) any litigation or proceeding related to the Property or this Lease to which Landlord becomes or is made a party without fault on its part, whether commenced by or against Tenant; and

(vi) any costs which may be incurred by Landlord in enforcing any of the covenants, agreements, terms and conditions of this Lease (provided Landlord prevails in the enforcement proceeding).

(b) The Tenant's indemnification shall survive any expiration, termination, transfer, and/or assignment of this Lease.

### **ARTICLE 12**

#### **Eminent Domain**

**12.01 Total Taking.** Subject to Section 12.05, if, during the Term of this Lease, the entire Property, Tenant Property, or such substantial portion thereof of either, as shall in the reasonable good faith judgment of Tenant, make it economically unfeasible to continue to operate the remaining portion for the purposes herein stated, shall be taken by the exercise of the power of eminent domain, this Lease shall terminate on the date of vesting of title in the condemnor under such eminent domain proceedings, and all Rent and other sums payable by Tenant hereunder shall be prorated to the date of such vesting, and thereafter Tenant shall be

relieved of all obligations to pay the Rent and to otherwise perform its agreements, obligations and undertakings under this Lease except those that expressly survive the termination of this Lease. The award granted with respect to such eminent domain proceedings shall be divided between Landlord, Tenant and the Leasehold Mortgagees in the following order:

(a) to the First Leasehold Mortgagee, an amount sufficient to obtain the release and satisfaction of the First Leasehold Mortgage;

(b) to any and all other Leasehold Mortgagees, as their interests appear, an amount sufficient to obtain a release and satisfaction of the Leasehold Mortgages;

(c) to Tenant, an amount equal to the sum of: (y) the greater of: (1) the fair market value of the Tenant Improvements and the fair market value of the unexpired Leasehold Estate, reduced by the amount, if any, paid under the preceding Clauses (a) and (b); and (2) the replacement cost of the Tenant Improvements and the fair market value of the unexpired Leasehold Estate, reduced by the amount, if any, paid under the preceding Clauses (a) and (b); plus (3) the value of any low-income housing tax credits recaptured or not available in future years as a result of such taking; and

(d) the balance, if any, shall be paid to Landlord.

If this Lease is terminated under this Section, then Tenant shall, if so directed by Landlord, demolish and/or remove any damaged Improvements or Tenant Improvements on any remaining Property or Tenant Property, as applicable, at the sole cost and expense of Tenant provided that all condemnation proceeds allocable to the Property or Tenant Property remaining after satisfaction of the indebtedness secured by any Leasehold Mortgages shall be available to Tenant. The obligation under this Lease to demolish and/or remove Improvements or Tenant Improvements under the foregoing sentence shall not apply to any Leasehold Mortgagee (or nominee of a Leasehold Mortgagee) that succeeds to Tenant's interest under this Lease through foreclosure of its Leasehold Mortgage or deed-in-lieu thereof.

#### **12.02 Partial Taking.**

(a) If, during the Term, less than the entire Property or Tenant Property shall be taken by the exercise of the power of eminent domain, and, in the reasonable judgment of the First Leasehold Mortgagee, condemnation proceeds attributable to Tenant's interest in the Property or Tenant Property, as applicable, are sufficient to restore the remaining portion of the Property or Tenant Property, as applicable, so as to be not materially different from the prior value, condition and character of the Property or Tenant Property, as applicable, this Lease shall not terminate but shall continue for the remainder of the Term, subject to the provisions of this Section 12.02. The condemnation proceeds shall be made available to Tenant, and Tenant, at its expense, shall forthwith restore the remaining portion of the Property or Tenant Property, as applicable, to substantially the same value, condition and character as existed prior to such taking. If Tenant is obligated to restore the Property or Tenant Property, the proceeds of the award shall be deposited in the Restoration Escrow and disbursed to pay the costs of such restoration. If the sum of such awards is not sufficient, Tenant shall have the right, but not the obligation, to provide the additional funds required. Landlord shall have no obligation to provide any additional funds.

(b) If the First Leasehold Mortgagee reasonably determines that condemnation proceeds are insufficient to restore that portion of the Property or Tenant Property remaining

after the taking so as to be not materially different than the value, condition and character of the Property or Tenant Property prior to such taking, and neither Tenant nor any Leasehold Mortgagee deposits into the Restoration Escrow the additional funds necessary to satisfy such deficiency within ninety (90) days after the condemnation award, then the condemnation proceeds shall be applied as set forth in Section 12.01 and the requirements of Section 8.05 shall apply.

**12.03 Temporary Taking.** In the event of a taking for a temporary use, this Lease and the Term shall continue and the Rent thereafter due and payable shall be equitably reduced or abated. Tenant shall continue to perform and observe all of the other covenants, agreements, terms and conditions of this Lease. The entire amount of any proceeds with respect to such temporary taking shall be paid to Tenant.

**12.04 Other Governmental Action.** In the case of any governmental action not resulting in the taking of any portion of the Property or Tenant Property but creating a right to compensation therefor, this Lease shall continue in full force and effect without reduction or abatement of any Rent thereafter due and payable. If such governmental action results in any damage to the Improvements or Tenant Improvements, as applicable, Tenant shall be entitled to receive such portion of the proceeds (or all of the proceeds, if required for such purpose) estimated to be necessary to remedy any such damage, and Tenant shall proceed with reasonable diligence to make all repairs, replacements, restorations and improvements necessary so to remedy such damage to the extent economically feasible, and, if the amount of such proceeds is not sufficient, Tenant shall have the right, but not the obligation, to provide the additional funds required. Any balance remaining from such proceeds, or if no damage is involved then all of such proceeds, shall be divided between Landlord and Tenant as their respective interests may appear.

**12.05 Leasehold Mortgagees.** The rights granted to Landlord and Tenant under this Article 12 shall be subject to the rights and interests of the Leasehold Mortgagees under the Leasehold Mortgages (except as provided in Section 12.02(b)).

## **ARTICLE 13**

### **Estoppel Certificates; Certificate of Completion**

**13.01 Estoppel Certificates.** Upon written request by either party, or any Leasehold Mortgagee, the party to whom the request was made will promptly certify to the requesting Person, or to any proposed assignee or grantee or mortgagee or the proposed assignee of such mortgagee, whether or not this Lease is valid and subsisting, whether or not it has been modified (and if there are modifications, stating them) and whether or not the party executing the certificate has knowledge of any default or breach by the other party under any of the terms of this Lease (and if any exists, stating them). **Certificate of Completion.** Upon the issuance of a certificate of occupancy for the Development by the City in its municipal capacity following completion of the construction of the Building and related Tenant Improvements, Landlord shall give to Tenant a certificate of completion (in recordable form) certifying all obligations set forth in Section 5.01 have been satisfied, and Tenant shall cause such certificate to be recorded.

## ARTICLE 14

### Title to Improvements; Surrender at End of Term

**14.01 Title to Improvements.** Landlord acknowledges and agrees that throughout the Term and until expiration or earlier termination of this Lease, the Tenant shall own all of the Tenant Improvements in the Tenant's name and shall hold a Leasehold Estate in all other Improvements. As such, Tenant has, and shall be entitled to, all rights and privileges of ownership of such Tenant Improvements, including without limitation: (a) the right to claim depreciation or cost recovery deductions; (b) the right to claim the low-income housing tax credit described in Section 42 of the Code; (c) the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Tenant Property; and (d) the right to transfer such Tenant Improvements in accordance with the terms and conditions of this Lease; provided, however, that Tenant may not remove or substantially alter any of the Improvements or Tenant Improvements (other than the disposition and replacement of equipment, appliances and other personal property in the ordinary course of business or in connection with the performance of its obligations under Section 6.05) without having first obtained the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

**14.02 Surrender at End of Term; Early Termination of Lease.** Upon the expiration of the Term, or any termination of this Lease, all Improvements and Tenant Improvements then on the Real Estate shall, together with all fixtures, used in connection with the operation of the Development, shall become the property of Landlord or revert to Landlord, as applicable, without any payment or allowance whatever by Landlord on account of or for such Improvements, Tenant Improvements, and fixtures, whether or not the same or any part thereof shall have been constructed by, paid for, or purchased by Tenant. Tenant shall vacate and surrender possession of the Property to Landlord without delay, free and clear of all lettings, occupancies, and licenses, and free and clear of all mortgages and other liens, claims, encumbrances and security interests, other than (i) the Permitted Exceptions, (ii) the rights of sub-tenants in possession under leases (which shall expire not later than one (1) year after the end of the Term), (iii) those, if any, created by Landlord, and (iv) those related to Excluded Environmental Conditions. Tenant agrees to execute and deliver to Landlord such quit claim deeds, bills of sale, assignments or other instruments of conveyance and release as Landlord may reasonably deem necessary to evidence such transfer of possession and title to Landlord. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property and Tenant Property at any such termination date. All personal property of the Tenant shall remain Tenant's property, subject to security interests, and shall be removed on expiration or as soon as reasonably practical after termination of the Lease. Tenant shall not remove or substantially alter any of the Improvements or Tenant Improvements (other than the disposition and replacement of equipment, appliances and other personal property in the ordinary course of business or in connection with the performance of its obligations under Section 6.05) without first having obtained the prior written consent of Landlord, which consent shall be exercised in the Landlord's sole and absolute discretion.

## ARTICLE 15

### Landlord Defaults

**15.01 Landlord's Default.** It shall be an event of default by Landlord under this Lease if Landlord fails to perform any term or provision to be performed by Landlord under this Lease, and such failure shall continue beyond sixty (60) days after written notice received by Landlord from Tenant specifying such event of default; provided, however, that if Landlord in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Landlord shall be allowed a reasonable period to effect such cure.

Upon an event of default by Landlord hereunder, Tenant shall have as its sole and exclusive remedies (a) the right to terminate this Lease, and (b) the right to injunctive relief or to specifically enforce Landlord's performance obligations, subject further to Section 18.01.

**15.02 Exercise of Remedies.** Tenant's exercise of its remedies under Section 15.01 may be exercised from time to time and as often as occasion may arise or may be deemed expedient, without precluding Tenant's simultaneous or later exercise of such remedy. No delay or omission of Tenant to exercise such remedy shall impair any such remedy or shall be construed to be a waiver of any such default or an acquiescence therein.

**15.03 Waivers in Writing.** None of Landlord's covenants, agreements, obligations or undertakings, and no events of default of Landlord may be waived, altered, or modified except by a written instrument executed by Tenant and all Leasehold Mortgagees.

**15.04 Landlord's Representations.** Landlord hereby represents and warrants to Tenant that:

(a) Landlord's execution of this Lease, and the performance by Landlord of all of the terms and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not violate or cause a breach or default under any other agreement relating to the Property to which Landlord is a party or by which it is bound;

(b) as of the Commencement Date, there is no tenant or other occupant of the Real Estate having any right or claim to possession or use of the Real Estate other than parties having rights under the Permitted Exceptions, and public and private utilities and telecommunication providers;

(c) the Landlord has obtained the approval of the City Council of the City to execute and perform its obligations under this Lease.

(d) [the conveyance set forth in this Lease qualifies as exception to the Plat Act, 765 ILCS 205/1(b), and Landlord shall, if necessary, execute and deliver a Plat Act affidavit in accordance with 765 ILCS 205/5a.]

## **ARTICLE 16**

### **Notices**

All notices or demands under this Lease shall be in writing and shall be served and given by personal delivery or by certified mail, return receipt requested, or by nationally-recognized overnight courier, addressed (i) if to Landlord, to such person and at such address as Landlord may by notice in writing designate to Tenant, and in the absence of such designation, to City of Chicago, Department of Planning and Development, 121 North LaSalle

Street, Room 1000, Attention: Commissioner with a copy to City of Chicago, Department of Law, 121 N. LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Corporation Counsel and a copy to City of Chicago, Department of General Services, 30 North LaSalle Street, Room 300, Chicago, Illinois 60602, Attention: Office of Real Estate, and (ii) if to Tenant to the address designated by Tenant in writing to Landlord, and in the absence of any such designation then:

EHDOC J. Michael Fitzgerald Charitable Corporation  
c/o Elderly Housing Development and Operations Corporation  
Attention: Chief Executive Officer  
1580 Sawgrass Corporate Parkway, Suite 210  
Fort Lauderdale, FL 33323

and

With Copies to:

James N. Broder, Esquire  
Bernstein Shur  
100 Middle Street, West Tower  
Portland, ME 04101

By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given and received when received or, when given by mail, shall be deemed served, given and received on the third business day after the mailing thereof.

## ARTICLE 17

### Miscellaneous

**17.01 Covenants Running With Land.** All agreements, obligations and undertakings contained in this Lease shall, except as herein specifically limited or otherwise provided, extend and inure to be binding upon Landlord's successors and assigns and Tenant's permitted successors and permitted assigns, and shall be construed as covenants running with the land. Wherever reference is made in this Lease to either party, it shall be held to include and apply to such successors and assigns.

**17.02 Amendments in Writing.** From time to time, the parties hereto may amend this Lease with respect to any provisions reasonably related to Tenant's use of the Tenant Property and/or Landlord's administration of said Lease. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant and consented to in writing by any Leasehold Mortgagee.

**17.03 Quiet Possession.** Landlord agrees that during the Term and so long as no Event of Default exists and is continuing hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Real Estate demised hereby, subject to the Permitted Exceptions, without molestation or disturbance by or from Landlord or any party claiming by, through or under Landlord, and free of any encumbrance created or suffered by Landlord except for the Permitted Exceptions expressly described herein to which this Lease is made subject and subordinate.

**17.04 Time of Essence.** Time is of essence of this Lease and of the performance of the respective obligations, covenants and agreements of Landlord and Tenant hereunder. If the day for the performance of any obligation hereunder occurs on a calendar day other than a business day, the time for such performance shall be extended to the next business day.

**17.05 Approvals.** All approvals or consents required under the provisions hereof shall be in writing. Unless herein expressly otherwise provided, any approval or consent of Landlord shall be sufficiently given if signed by the Commissioner of the Department of General Services or any successor department thereto.

**17.06 Condition of Property.** Landlord has made no warranties or representations whatever with respect to the Property and, except for Excluded Environmental Conditions (for which responsibility shall be determined under applicable law), Tenant accepts the Property "AS IS"; provided, however, that the foregoing shall not affect the obligations, if any, of Landlord under this Lease with respect to matters of title to the Real Estate and liens arising out of labor and/or materials furnished to the Real Estate, or any portion thereof, by or on behalf of Landlord.

**17.07 Captions.** The table of contents and captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**17.08 Partial Invalidity.** If any term, provision or condition of this Lease or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such term, provision or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**17.09 Applicable Law.** This Lease shall be construed and enforced in accordance with the law of the State of Illinois.

**17.10 Recording of Lease.** This Lease shall be recorded in its entirety with the Cook County Recorder of Deeds.

**17.11 Lease Not to be Construed Against Either Party.** The parties have each been represented by counsel in connection with the negotiation and drafting of this Lease. Accordingly, this Lease shall not be construed against or for either party.

**17.12 Cooperation.** Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Development, the construction of the Driveway Extension and the renovation of the Prete Access Easement Area. Tenant shall obtain all required and necessary permits from all Governmental Authorities in furtherance of the

Development, the construction of the Driveway Extension and the renovation of the Prete Access Easement Area. From time to time, Tenant may request minor modifications to this Lease to satisfy the requirements of financing sources, including without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably withhold or delay its approval and execution of modifications to this Lease that do not materially and adversely alter the basic terms hereof or Landlord's rights and remedies hereunder. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to this Lease that would violate or contravene any applicable law or any contract or agreement to which Landlord is a party or which is binding on Landlord.

**17.13 Exhibits Incorporated As Part of Lease.** All exhibits attached hereto (i.e., Exhibit A through Exhibit K, inclusive) are incorporated herein by reference and constitute a material part of this Lease.

## **ARTICLE 18**

### **Exculpatory Provisions**

**18.01 Exculpatory Provision – Landlord.** It is expressly understood and agreed by Tenant, and any Person claiming by, through or under Tenant (including without limitation all Leasehold Mortgagees) that none of Landlord's covenants, undertakings or agreements herein set forth are made or intended as personal covenants, undertakings or agreements of Landlord, but are for the purpose of binding the premises demised hereby, and liability or damage for breach for nonperformance by Landlord shall be collectible only out of the Property demised hereby or available insurance proceeds, if any, and no personal liability is assumed by nor at any time may be asserted or enforced against Landlord or any other Landlord's Protected Persons or any of its or their heirs, legal representatives, successors or assigns, all such personal liability, if any, being expressly waived and released by Tenant and each Person claiming by, through or under Tenant, except for Landlord's liability for (i) fraudulent acts, and (ii) intentional or willful acts.

**18.02 Exculpatory Provision – Tenant.** Tenant, but not any partner (other than a general partner), officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing, shall be personally liable for payment or performance under this Lease, it being acknowledged that Landlord's exclusive rights and remedies hereunder shall be limited to Tenant's interest in this Lease, the Improvements, Tenant Improvements and any other asset of Tenant and, to the extent provided for in Section 10.2, for the termination of this Lease and re-entry and possession of the Property. No deficiency judgment shall be sought or obtained against Tenant or any partner, officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing (collectively, "Exculpated Parties") for any amount due under this Lease; provided, however, that, except as hereinafter provided in this Section 18.02, nothing contained herein shall either relieve the Exculpated Parties from personal liability and responsibility, or limit Landlord's other rights and remedies against the Tenant hereunder, either at law or in equity: (i) for fraudulent acts; (ii) for the fair market value of any personal property or fixtures removed or disposed of from the Property or Tenant Property in violation of the terms of this Lease; (iii) for waste committed by Tenant with respect to the Property or Tenant Property; (iv) for insurance proceeds and condemnation awards received by Tenant and not turned over to Landlord or used by Tenant for restoration or repair of the Property to the extent required under this Lease; and (v) for any rents or other income from the Property received by Tenant after an Event of Default under this Lease and not applied to the fixed and operating expenses of the Development.

## **ARTICLE 19**

### **Regulatory Agreements**

**19.01 Regulatory Agreements.** Concurrently with, and as a condition to the Permitted Assignment, the Partnership, as Tenant under the Ground Lease pursuant to an Assignment and Assumption and Amendment of Ground Lease, shall enter into those agreements described in Exhibit J (collectively, the "Regulatory Agreements") relating to the construction and operation of the Development.

## **ARTICLE 20**

### **Hazardous Materials**

**20.01 Definitions.** As used herein, the term "Hazardous Materials" shall mean and include any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of any of the Environmental Laws.

**20.02 Prohibition Against Hazardous Materials.** Tenant shall not cause any Hazardous Material to be generated, released, stored, buried or deposited over, beneath, in or on (or used in the construction of) the Real Estate or the Development, or any part thereof, from any source whatsoever, other than in accordance with applicable Environmental Laws. Except for Excluded Environmental Conditions, Tenant shall not permit any Hazardous Material to be generated, released, stored, buried or deposited over, beneath, in or on (or used in the construction of) the Property or Tenant Property, or any part thereof, from any source whatsoever, other than in accordance with applicable Environmental Laws.

**20.03 Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord's Protected Persons, and any current or former officer, director, elected official, employee or

agent of Landlord (collectively, the "Indemnitees" from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to a violation of Section 20.02.

**20.04 Survival.** Tenant's obligations under this Article 20 shall survive the expiration or termination of this Lease.

## ARTICLE 21

### Tenant Disclosures and Representations

**21.01 Business Relationships.** Tenant 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 Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

**21.02 Patriot Act Certification.** Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

**Prohibition on Certain Contributions-Mayoral Executive Order No.2011-4.** Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("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 (Tenant and

all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Lease by Tenant, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated.

Tenant 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.

Tenant 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.

Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract unless cured within thirty (30) days after written notice of default from the City, and, if not cured within such cure period (which may be by return of any contribution which violates said Executive Order) shall entitle the City to all remedies under this Agreement, and under any Other Contract, at law and in equity.

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

For purposes of this provision:

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

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

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

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

**21.03 Waste Ordinance Provisions.** In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect the Tenant's eligibility for future contract awards.

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

**21.05 Cooperation with Office of Inspector General and Legislative Inspector General.** It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer,

contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Tenant will inform its contractors and subcontractors of this provision and require their compliance.

#### **21.06 SHAKMAN ACCORD.**

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the June 24, 2011 "City of Chicago Hiring Plan" (the "**City Hiring Plan**") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**IGO Hiring Oversight**"), and also to the Commissioner of Planning and Development. Tenant will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the

Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

#### **21.07. FOIA AND LOCAL RECORDS ACT COMPLIANCE.**

(a) FOIA. Tenant acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended (“**FOIA**”). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Tenant receives a request from the City to produce records within the scope of FOIA, that would be otherwise required under this Lease then Tenant covenants to comply with such request within two (2) Business Days of the date of such request. Failure by Tenant to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Tenant submits to the City under Section 21.07, or otherwise during the Term of the Lease that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Tenant to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Tenant mark any such documents as “proprietary, privileged or confidential.” If Tenant marks a document as “proprietary, privileged and confidential”, then the Department of Planning and Development will evaluate whether such document may be withheld under the FOIA. The Department of Planning and Development, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General’s Office and/or the courts.

(c) Local Records Act. Tenant acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the “**Local Records Act**”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Tenant covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Lease.

IN WITNESS WHEREOF, this Lease is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

**LANDLORD:**

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government,

By: Department of Planning and Development

\_\_\_\_\_  
**Commissioner**

By: Department of General Services

\_\_\_\_\_  
**Commissioner**

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel  
Real Estate Division

**TENANT:**

**EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: Steve Protulis  
Its: Executive Vice President

STATE OF ILLINOIS        )  
                                  )     SS.  
COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Steven Protulis, personally known to me to be the Executive Vice President of EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not-for-profit corporation ("Tenant"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer of Tenant, he signed and delivered the said instrument pursuant to authority duly given and as his free and voluntary act, and as the free and voluntary act and deed of Tenant for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS        )  
                                  )     SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Commissioner of the Department of General Services of the City of Chicago (the "City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS        )  
                                  )     SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE REAL ESTATE  
(Subject to Final Title and Survey)**

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 254.35 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5801 N. PULASKI, BUILDING R, CHICAGO, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

## EXHIBIT B

(Subject to Final Title and Survey)

Parcel One (Portion Formerly Part of Senate Lease)

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 33.22 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Parcel Two (Portion Formerly Part of Prete Lease)

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 221.128 FEET OF THE EAST 1154.128 FEET OF THE SOUTHWEST QUARTER OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## EXHIBIT C

### PERMITTED EXCEPTIONS

1. General Real Estate Taxes not yet due and payable.
2. Rights of Public and Quasi-Public utilities for maintenance of utility facilities.
3. Easement in favor of Commonwealth Edison Company established by Grant recorded February 7, 1980 as document #: 25353367
4. Easement in favor of Comcast of Florida/Illinois/Michigan, Inc. established by Grants of Easement dated April 18, 2012 and recorded as documents nos. 1210910066, 1210910070, 1210910072 and 1210910073
5. Easement for public utilities as disclosed by a survey of the premises as prepared by Nakawatase, Wyns & Associates Inc. dated March 23, 1993.

Relates to: the existence of utility facilities and possible easement therefore. No recorded easement for said utilities has been found in the public record.

Affects: A 25 foot strip lying within the Easterly 54.5 feet of fee premises, wherein exists a 30 inch sewer.

A 10 foot strip lying within the Northerly 76.0 feet of fee premises, wherein exists a 12 inch sewer.

6. Declaration of Easement dated September 1, 1990 and recorded September 20, 1990 as document no. 90459766.

**EXHIBIT D**  
**PLANS AND SPECIFICATIONS**

EXHIBIT E

DIAGRAM OF DRIVEWAY EXTENSION

**EXHIBIT F**

**LEASEHOLD MORTGAGEES**

None

**EXHIBIT G-1**

**LEGAL DESCRIPTION OF THE  
PRETE ACCESS EASEMENT AREA  
(Subject to Final Title and Survey)**

THE NORTH 236.13 FEET OF THE SOUTH 633.00 FEET OF THE WEST 48.00 FEET OF  
THE EAST 981.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2 IN TOWNSHIP  
40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

**EXHIBIT G-2**

**DEPICTION OF THE  
PRETE ACCESS EASEMENT AREA**

**EXHIBIT H**  
**ALTA SURVEY**  
**(To Come)**

## EXHIBIT I

### INSURANCE REQUIREMENTS

The Tenant must procure and maintain at all times during the term of this Lease the types of insurance specified below in order to protect the City of Chicago from the acts, omissions and negligence of the Tenant, its officers, officials, subcontractors, joint venture partners, agents or employees. The insurance carriers used by the Tenant must be authorized to conduct business in the State of Illinois and shall have a BEST rating of not less than "A". The insurance provided shall cover all operations under this Lease, whether performed by the Tenant, any general contractor (including without limitation the General Contractor or by any subcontractors).

#### I. CONSTRUCTION INSURANCE REQUIREMENTS

##### A. Required Insurance Coverages for Tenant:

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
2. Commercial Liability Insurance Commercial Liability Insurance provided is to have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Tenant's and the General Contractor's respective officers, employees, agents, subcontractors, invitees and guests and their personal property. The City of Chicago shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City.
3. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and/or hired) are used in connection with the construction to be performed for the Development, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. The City of Chicago shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City.
4. Professional Liability (Errors & Omissions). The Tenant shall require any architects and engineers of record, construction managers, property managers, security companies or other professional consultants perform work in connection with the Development to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions shall be

maintained with limits of not less than Five Million (\$5,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. Builder's Risk. The Tenant shall provide an All Risk Builder's Risk Insurance policy covering new construction, improvements, betterments, and/or repairs, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. The City of Chicago shall be named as loss payee.
6. Excess Liability. The Tenant shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000). This coverage will be excess of the General Liability, Auto Liability and Employer's Liability coverage. The Tenant coverage will follow-form for all primary, liability and employer's liability coverages.

B. Required Insurance Coverages for the General Contractor:

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
2. Commercial Liability Insurance. Commercial Liability Insurance provided is to have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Development aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). Included without limitation, the following coverages: Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractors' Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Lease, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations; Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. The City of Chicago and Tenant ("Additional Insureds"), are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds.

Products-Completed Operations. General Contractor and subcontractors shall procure and maintain (and require subcontractor's subcontractors of any tier to procure and maintain) until expiration of the Project's warranty period and, with regard to Products/Completed Operations coverage for two (2) years after final completion of the Work.

It is further agreed that the coverage afforded to the Additional Insureds shall exclude indemnification of the architect for claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architects, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

3. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and/or hired) are used in connection with the construction to be performed for the Development, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City of Chicago shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.
4. Excess Liability. The General Contractor shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000) Per Occurrence. This coverage will be excess of the General Liability, Auto Liability and Employers Liability coverages. The General Contractor's insurance coverage will be excess of the insurance provided by any subcontractor with which it contracts to provide services for the Development. The City of Chicago and Tenant shall be endorsed as additional insureds on the General Contractor's Excess Liability policy.
5. Lead/Asbestos Abatement Liability. When any lead and/or asbestos abatement liability work is performed in connection with the contract, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000) per occurrence insuring bodily injury, property damage and environmental clean-up. The City of Chicago and Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City of Chicago. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Lease. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
6. Contractor's Pollution Liability. The General Contractor shall require a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability, and property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract, whether such activities be by the General Contractor or by any of his subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. The City of Chicago are to be endorsed as an additional insureds on the policy and

such insurance will be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.

7. Railroad Protective Liability Insurance .  
[INTENTIONALLY DELETED]

- C. Evidence of Insurance. Prior to the date of this Lease, and prior to the commencement of Construction activities, Tenant directly or through the General Contractor shall furnish the City of Chicago, for record keeping purposes only, with satisfactory evidence that Tenant, the General Contractor and all subcontractors have the insurance coverages set forth above. Tenant shall ensure, or shall cause the General Contractor to ensure, that all subcontractors comply with the City of Chicago's minimum coverage requirements. It is the responsibility of Tenant to secure and maintain, or to cause the General Contractor to secure and maintain, proof of coverage for all entities that it contracts with that provide services to the Development. Proof of insurance records must be available for review by the City of Chicago within twenty-four (24) hours of being requested. Said policies shall not be modified, canceled, non-renewed, or permitted to lapse until final completion and approval of the performance of the General Contractor's contract and shall contain a provision that the policy will not be modified, canceled non-renewed or permitted to lapse until not less than 30 days after the City of Chicago has received written notice, by certified or registered mail, that the modification, cancellation, non-renewal or lapse of such policy is contemplated.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO TENANT COMMENCING WORK UNDER THIS AGREEMENT AND RECEIVING NOTIFICATION FROM CITY OF CHICAGO TO PROCEED.

- D. Tenant shall advise, and cause each general contractor for the Development to advise, all insurers of the provisions of this Lease regarding insurance. The failure of Tenant or any general contractor to notify insurers of such provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions of this Lease shall constitute a breach of the General Contractor's contract and of this Lease and the City of Chicago retains the right to stop work until proper evidence of insurance is provided.
- E. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the City of Chicago's Risk Management Division, with a copy to the City of Chicago's designated representatives under Article 16 of the Lease, prior to expiration of insurance coverage. At the City of Chicago's option, non-compliance may result in one or more of the following actions: (1) the City of Chicago may purchase insurance on behalf of Tenant and charge back all costs to Tenant; (2) the General Contractor may be immediately removed from the property and its contract revoked; or (3) all payments due Tenant and the General Contractor may be held until Tenant has complied with the contract. The receipt of any certificate by the City of Chicago does not constitute agreement by the City of Chicago that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Lease. Tenant shall

ensure, or cause the General Contractor to ensure, that all subcontractors comply with the City of Chicago's minimum coverage requirements. It is the responsibility of Tenant to secure and maintain, or cause the General Contractor to ensure or maintain, proof of coverage for all entities that it contracts with that provide services to the Development. Proof of insurance records must be available for review by the City of Chicago within twenty-four (24) hours of being requested.

- F. If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the General Contractor's contract, and the Certificate of Insurance shall state the coverage is "claims-made" and also the retroactive date. Any extended reporting period premium (tail coverage) shall be paid by Tenant, directly or through the General Contractor. It is further agreed that all insurance policies required hereunder shall provide the City of Chicago with not less than a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the retroactive date, cancellation and/or non-renewal.
- G. Tenant shall provide to the City of Chicago, prior to the date of this Lease and upon each renewal or replacement of a policy required hereunder, and in any event not less than annually, a certified copy of the insurance policies required hereunder and all endorsements.
- H. Tenant shall require, directly or through the General Contractor, that all subcontractors performing work for the Development carry the insurance required herein. Tenant or the General Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage shall be submitted to the City of Chicago for record keeping purposes only.

## II. OPERATIONS PERIOD INSURANCE REQUIREMENTS

Tenant agrees to procure and maintain, or cause to be procured and maintained, at all times during the term of this Lease the types of insurance specified below in order to protect the City of Chicago and its elected officials, agents and employees from the acts, omissions and negligence of Tenant, any general contractor (including without limitation the General Contractor), any subcontractor, and their respective officers, officials, subcontractors, shareholders, partners, joint venturers, members, agents or employees. The insurance carriers used by Tenant must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A-XII". The insurance provided shall cover all operations under this Lease, whether performed by Tenant, by any general contractor (including without limitation the General Contractor) or by any subcontractor.

### A. Required Insurance Coverages:

1. Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.

2. All-Risk Property Damage: Tenant shall obtain an all-risk property policy in the amount of the Full Insurable Value, including improvements and betterments, covering damage to or loss of the Premises. The insurance shall include the following extensions: business interruption/loss of rents, and boiler and machinery, if applicable. The policy shall list the City of Chicago as loss payee.
3. Commercial Liability Insurance. Commercial Liability Insurance provided is to have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Development aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Tenant's officers, employees, agents, subcontractors, invitees and guests and their personal property. The City of Chicago shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.
4. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City of Chicago shall be endorsed as additional insureds on Tenant's policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.
5. Professional Liability. When any architects of record and/or lead architectural firm for the Development, engineers of record, construction managers, property managers or other professional consultants perform work in connection with the Development, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
6. Blanket Crime. When any service agreement requires the handling of funds or valuable papers, Tenant shall provide Blanket Crime coverage covering all persons liable under this Lease, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected, received and/or in Tenant's care at any given time.
7. Excess Liability coverage. If applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

1. Tenant shall advise all insurers of the provisions of this Lease regarding insurance. The failure of Tenant to notify insurers of the such provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease and the City of Chicago retains the right to stop work until proper evidence of insurance is provided.
2. Tenant shall furnish the City of Chicago original Certificates of Insurance evidencing the required coverages to be in force on the date of this Lease. In addition, copies of the endorsement(s) adding the City of Chicago to the policy as an additional insureds is required.
3. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Risk Management Department prior to expiration of insurance coverage. At the City of Chicago's option, non-compliance may result in one or more of the following actions: (1) the City of Chicago may purchase insurance on behalf of Tenant and charge back all costs to Tenant; (2) all payments due Tenant may be held until Tenant has complied with this Lease; or (3) Tenant may be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any certificate does not constitute agreement by the City of Chicago that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Lease. The insurance policies shall provide for thirty (30) days written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled or non-renewed.
4. If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Lease and the Certificate of Insurance shall state the coverage is "claims-made" and also the retroactive date. Tenant shall maintain coverage for the duration of this Lease. Any extended reporting period premium (tail coverage) shall be paid by Tenant. Tenant shall provide to the City of Chicago, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide the City of Chicago a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the retroactive date, cancellation and/or non renewal.
5. Tenant shall require any general contractor to require all subcontractors to carry the insurance required herein or Tenant may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above.

**EXHIBIT J**

**REGULATORY AGREEMENTS**

None

**EXHIBIT K**

**PROPERTY MANAGEMENT AGREEMENT  
(To Come)**

EXHIBIT F

FORM OF  
ASSIGNMENT AND ASSUMPTION AND AMENDMENT  
OF  
GROUND LEASE

**This instrument was prepared by  
and after recording, should  
be returned to:**

**Deputy Corporation Counsel  
Department of Law  
City of Chicago  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602**

### **ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE**

This Assignment and Assumption and Amendment of Ground Lease (the "Assignment") is entered into as of the 1st day of \_\_\_\_\_, 2015 (the "Effective Date"), by and among **EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION**, an Illinois not for profit corporation (the "Assignor") and **EHDOC J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Assignee"), and is joined in by the **CITY OF CHICAGO** ("City"), an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("DPD") and its Department of General Services ("Landlord"), for the purpose of the assignment and amendments specified herein.

#### **WITNESSETH:**

**WHEREAS**, the Assignor, as the "Initial Tenant," has entered into a Ground Lease dated as of \_\_\_\_\_ 1, 2015 (the "Lease") with the Landlord, pursuant to which Landlord has granted to the tenant an undivided leasehold estate in the Real Estate, which is described in Exhibit A attached hereto and made part hereof; and

**WHEREAS**, the Assignor desires to assign to the Assignee its interest as Tenant under the Lease, and Assignee has agreed to assume the Assignor's interest as tenant and to become the Tenant under the Lease; and

**WHEREAS**, the Assignor desires to assure that the Lease will be used to further Assignor's purpose of developing HUD Section 202 elderly housing by amending the Lease as shown below and by having the Assignee enter into various financing and regulatory agreements that will further ensure that the Lease is used for HUD Section 202 elderly housing, and Assignee agrees to the below-amendments to the Lease and further agrees to enter into the contemplated financing and regulatory agreements.

**NOW, THEREFORE,** in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Assignee to Assignor, and the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.
2. **Assignment.** The Assignor hereby assigns to the Assignee all of the Assignor's rights, title and interest as Tenant under the Lease, including its duties and obligations thereunder. This assignment is effective as of the Effective Date.
3. **Assumption.** The Assignee hereby accepts and agrees to be bound by the Lease and assumes and assumes all of the Assignor's rights, title, interest, duties and obligations as Tenant thereunder. This assumption is effective as of the Effective Date.
4. **Amendments.** From and after the Effective Date, the Lease is hereby amended as follows:

- (a) The definition of Permitted Refinancing in Section 2.01(pp) is hereby deleted and is replaced with the following definition:

(pp) "Permitted Refinancing" shall mean (a) any refinancing permitted by HUD under the Housing Act; (b) any refinancing permitted under the documents evidencing or securing the HUD Mortgage Loan; and (c) any refinancing otherwise consented to in writing by Landlord, which consent may be withheld, granted or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion.

- (b) The definition of Permitted Transfer in Section 2.01(qq) is hereby deleted and is replaced with the following definition:

(qq) "Permitted Transfer" shall mean: (a) the Permitted Assignment, (b) after the completion of the construction of the Development and during the HUD Interest Period, a sale or transfer of the Tenant Property or any portion thereof to a person as may be approved by HUD; (c) after the expiration of the HUD Interest Period, a sale or transfer of the Tenant Property or any portion thereof to a person acceptable to Landlord, in the Landlord's sole and absolute discretion; (d) the transfer of the Tenant Property, or any portion thereof, to a Leasehold Mortgagee (or any nominee of such Leasehold Mortgagee) by foreclosure or deed in lieu of foreclosure or to a third party purchaser at a foreclosure sale in accordance with Section 9.03(a); (e) the removal of a general partner, limited partner, member or manager of Tenant pursuant to a Removal Right in accordance with the provisions of Tenant's Organizational Documents, and the substitution of a replacement general partner, limited partner, member or manager, as the case may be, by Investor (or an affiliate thereof); provided, however, that HUD must first review and approve in writing the replacement general partner to confirm that the

replacement general partner satisfies the requirements of the Housing Act during the HUD Interest Period, and further provided that, following the expiration of the HUD Interest Period, any replacement general partner shall only require the prior written consent of the Landlord; (f) a transfer of the Investor's interest in Tenant either directly or indirectly, in accordance with the Tenant's Organizational Documents; and (g) any other transfer consented to by Landlord in writing.

- (c) Section 2.01 is hereby amended to add the definition of "Housing Act" as subsection 2.01(ooo):

(ooo) "Housing Act" shall mean Section 202 of the Housing Act of 1959, as amended, 12 U.S.C. Section 1701q, as such Act may hereafter be amended from time to time or any successor legislation, together with all regulations implementing same, including 24 CFR Part 891, and all HUD administrative directives and requirements relating to its Section 202 Supportive Housing for the Elderly program, and in particular its guidance for "mixed finance" transactions involving Section 202 capital advance funds and federal low-income housing tax credits, including without limitation HUD Notice 2011-18 entitled "Updated Processing Guidance for Section 202 Supportive Housing for the Elderly and Section 811 Supportive Housing for Persons with Disabilities Programs."

- (d) Section 2.01 is hereby amended to add the definition of "HUD Capital Advance" as subsection 2.01(ppp):

(ppp) "HUD Capital Advance" means the \$10,223,500 capital advance to be provided by HUD to Assignor pursuant to the Housing Act, the proceeds of which the Assignor will loan to the Assignee pursuant to the HUD Tri-Party Agreement.

- (e) Section 2.01 is hereby amended to add the definition of "HUD Interest Period" as subsection 2.01(qqq):

(qqq) "HUD Interest Period" means the period commencing on the Effective Date of this Assignment and continuing during the Term of this Lease for so long as HUD has any one or more of the following interests, estates or rights with respect to all or part of the Tenant Property, including without limitation: (i) as holder of the leasehold estate thereof; (ii) as legal or equitable owner of the Tenant Property; (iii) as mortgagee under any Leasehold Mortgage, including the First Leasehold Mortgage, that is a lien against any interest or estate in the Tenant Property; (iv) as holder of an option or right to purchase or lease the Tenant Property, whether granted by this Lease or by any other instrument or agreement; and (v) as a party to any HUD regulatory agreement or use agreement that is an encumbrance on or with respect to any interest or estate in the Tenant Property, including, without limitation, the HUD Regulatory Agreement or HUD Use Agreement."

- (f) Section 2.01 is hereby amended to add the definition of “HUD Mortgage Loan” as subsection 2.01(rrr):

(rrr) “HUD Mortgage Loan” shall have the meaning assigned in Section 22.01(a) of this Lease.

- (g) Section 2.01 is hereby amended to add the definition of “HUD Regulatory Agreement” as subsection 2.01(sss):

(sss) “HUD Regulatory Agreement” means the HUD Capital Advance Program Mixed Finance Regulatory Agreement (HUD-92466.1-CA) for HUD Project No. 071-EE255 dated as of \_\_\_\_\_, 2015, by and between Assignee and HUD.

- (h) Section 2.01 is hereby amended to add the definition of “HUD Section 202 Requirements” as subsection 2.01(tt):

(tt) “HUD Section 202 Requirements” has the meaning set forth in Section 22.01 of this Lease.

- (i) Section 2.01 is hereby amended to add the definition of “HUD Tri-Party Agreement” as subsection 2.01(uuu):

(uuu) “Tri-Party Agreement” means the Tri-Party Agreement for HUD Project No. 071-EE255 dated as of \_\_\_\_\_, 2015 between and among Assignee, Assignor and HUD.

- (j) Section 2.01 is hereby amended to add the definition of “HUD Use Agreement” as subsection 2.01(vvv):

(vvv) “HUD Use Agreement” means the HUD Capital Advance Program Mixed Finance Use Agreement (HUD-90163.1-CA) for HUD Project No. 071-EE255 dated as of \_\_\_\_\_, 2015, by and between Assignee and HUD.

- (k) Section 2.01 is hereby amended to add the definition of “Investor” as subsection 2.01(www):

(www) “Investor” shall mean Stratford J. Michael Fitzgerald Investors Limited Partnership, its successors and/or assigns. The Investor is the limited partner of the Partnership.

- (l) Section 2.01 is hereby amended to add the definition of “Organizational Documents” as subsection 2.01 (xxx):

“Organizational Documents” shall mean: (i) with respect to a corporation, its articles of incorporation and by-laws; (ii) with respect to a general partnership, its partnership agreement; (iii) with respect to a limited partnership, its certificate of limited partnership and limited partnership agreement; and (iv) with respect to a limited liability company, its articles of organization and operating agreement; in each case as amended prior to such entity becoming Tenant under this Lease and as amended from time to time thereafter; provided, however, that no amendment to any Organizational Document that materially adversely affects the rights of Landlord may be made after such entity becomes Tenant hereunder except as required by law, consented to in writing by Landlord or is made to effect a transfer or substitution of interests in Tenant which does not otherwise require the consent of Landlord hereunder, and any amendment that contravenes this prohibition shall be null and void. Landlord’s consent shall not be required for any amendment to any Organizational Document that is necessary to effectuate the withdrawal, replacement and/or addition of any of the Partnership’s limited partners or of any such limited partner’s general partners (or any other ownership interests in and to said limited partners).

- (m) The following paragraph is added to the end of Section 5.02 of the Lease:

“Landlord’s approval to Major Capital Improvements shall not be required for capital improvements required pursuant to the Housing Act.”

- (n) Section 9.01 of the Lease is hereby amended to require, during the HUD Interest Period, the prior written consent of HUD in addition to the prior written consent of the Landlord in subsections 9.01(a) and 9.01(d). In addition, for so long as HUD is First Leasehold Mortgagee, Landlord shall be deemed to have given its prior written consent under subsections 9.01(a) and 9.01(d) upon HUD’s written approval of the matter requested in and governed by subsections 9.01(a) and 9.01(d).
- (o) Section 7.01, Maintenance of Insurance, of the Lease is hereby deleted in its entirety and is replaced with the following Section 7.01:

7.01 Maintenance of Insurance. During the Term, Tenant shall, at its sole expense, obtain and maintain, or cause to be obtained and maintained policies of insurance satisfying the requirements set forth on Exhibit I, provided that during the HUD Interest Period, the applicable insurance requirements shall be those of HUD and not Exhibit I.

- (p) Section 7.02, Form of Policies, of the Lease is hereby deleted in its entirety and is replaced with the following Section 7.02:

7.02 Form of Policies. Except as provided in Section 8.02, any policies of insurance covering the Development during construction, shall expressly provide

that any losses thereunder shall be adjusted with Tenant and all Leasehold Mortgagees as their interests may appear (or, absent any Leasehold Mortgagees, with Landlord); provided, however, that during the HUD Interest Period, only the First Leasehold Mortgagee shall participate in any such adjustment. All such insurance shall be carried in the name of Tenant and loss thereunder shall be payable to Tenant and the Leasehold Mortgagees, if any, and Landlord, as their respective interests may appear; provided, however, that during the HUD Interest Period, the loss shall be payable only to the First Leasehold Mortgagee rather than all Leasehold Mortgagees.

- (q) Section 8.01(a) is amended to add the following sentence as the final sentence thereof:

“Notwithstanding the foregoing, during the HUD Interest Period, the First Leasehold Mortgagee shall be entitled to determine the application of the Net Insurance Proceeds concerning a possible Full Restoration concerning a possible Partial Restoration without consulting with or providing notice to the other Leasehold Mortgagees.”

- (r) Section 8.01(c) is amended to add the following sentence as the final sentence thereof:

“Notwithstanding the foregoing, during the HUD Interest Period, the First Leasehold Mortgagee shall be entitled to determine the application of the Net Insurance Proceeds concerning a possible Partial Restoration without consulting with or providing notice to the other Leasehold Mortgagees.”

- (s) Section 9.03(g) is hereby added to the Lease as follows:

“(g) Tenant’s right to grant one or more Leasehold Mortgages under this Section 9.03 shall arise only after all consents and approvals required by HUD under the Housing Act for obtaining such a mortgage have first been obtained.”

- (t) Section 10.14 is hereby added to the Lease as follows:

10.14 Investor’s Rights in the Event of Tenant Default. The following provisions shall apply for so long as Investor is a partner of Tenant:

Landlord shall give Investor a duplicate copy of all notices of default or other notices that Landlord may give to or serve in writing upon Tenant pursuant to the terms of this Lease. No notice by Landlord to Tenant under this Lease shall be effective unless or until a copy of such notice has been provided to Investor.

Investor may, at its option and during the time specified for Tenant to cure any default hereunder, either pay any amount or do any act or thing required of Tenant by the terms of this Lease. All payments made and all acts performed by Investor during the cure period shall be effective to prevent a termination of this Lease to

the same extent as if they had been performed by Tenant. Tenant hereby authorizes Investor to take any such action at the Investor's option and does hereby authorize entry upon the Property by Investor for such purpose.

In addition to all other rights of Investor hereunder, Investor's commencement of proceedings to exercise its Removal Right shall be deemed initiation of a cure for purposes of Sections 10.01 and 10.14 provided that each of the following conditions is satisfied:

- (i) the default is one which cannot be cured only by payment of money;
- (ii) In the reasonable opinion of Investor, removal of the General Partner is necessary.
- (iii) Investor notifies Landlord within 30 days following receipt of Landlord's default notice of Investor's intention to exercise the Removal Right and does in fact perform all required activity pursuant thereto; and
- (iv) Investor is performing all other good faith commercially reasonable activity necessary to cure the default.

- (u) Article 16 is amended to add the Investor as a notice recipient:

Stratford J. Michael Fitzgerald Investors Limited Partnership  
100 Corporate Place, Suite 404  
Peabody, MA 01960  
Attention: Miles Hapgood

- (v) Section 18.02 is hereby deleted and replaced with the following:

Exculpatory Provision – Tenant. Tenant, but not any partner, officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing, shall be personally liable for payment or performance under this Lease, it being acknowledged that Landlord's exclusive rights and remedies hereunder shall be limited to Tenant's interest in this Lease and the Improvements and pursuant to HUD consent, any other asset of Tenant and, to the extent provided for in Section 10.2, for the termination of this Lease and re-entry and possession of the Property. No deficiency judgment shall be sought or obtained against Tenant or any partner, officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing (collectively, "Exculpated Parties") for any amount due under this Lease; provided, however, that, except as hereinafter provided in this Section 18.02, nothing contained herein shall either relieve the Exculpated Parties from personal liability and responsibility, or limit Landlord's other rights and remedies against the Tenant

hereunder, either at law or in equity: (i) for fraudulent acts; (ii) for the fair market value of any personal property or fixtures removed or disposed of from the Property in violation of the terms of this Lease; (iii) for waste committed by Tenant with respect to the Property; (iv) for insurance proceeds and condemnation awards received by Tenant and not turned over to Landlord or used by Tenant for restoration or repair of the Property to the extent required under this Lease; and (v) for any rents or other income from the Tenant Property received by Tenant after an Event of Default under this Lease and not applied to the fixed and operating expenses of the Project. Notwithstanding the preceding sentence, if Tenant is a limited partnership, the liability of a limited partner of Tenant shall be limited to extent provided in the Illinois Uniform Limited Partnership Act (805 ILCS 210), or any successor thereto.

- (w) Section 19.01 of the Lease is hereby deleted and is replaced with the following:

“19.01 Regulatory Agreements. Tenant shall enter into those agreements described in Amended Exhibit K (collectively, the “Regulatory Agreements”) relating to the operation of the Development. Notwithstanding any other provision of this Lease, Landlord agrees that (i) in the event that Landlord acts to perform any covenants of Tenant under this Lease pursuant to Section 11.01 hereof, it will not take any action inconsistent with the obligations of the Tenant under the Regulatory Agreements, and (ii) in the event that Landlord terminates the Lease pursuant to Section 10.02 hereof, Landlord will operate (and cause any assignee, lessee or purchaser of the Property or Tenant Property to operate) the Property and Tenant Property in a manner consistent with the terms of the Regulatory Agreements if such Regulatory Agreements are then extant pursuant to their terms. The provisions of this Section 19.01 shall survive any termination of this Lease. Nothing in this Section 19.01(a) shall be deemed to extend the provisions of the Regulatory Agreements beyond their stated terms or to impose greater obligations upon Landlord (or any assignee, lessee or purchaser of the Improvements) under the Regulatory Agreements than are imposed by such documents in accordance with their stated terms.”

- (x) Exhibit C, Permitted Encumbrances, is hereby deleted and replaced with Amended Exhibit C, Permitted Encumbrances, attached hereto and made a part hereof. All references in the Lease to Exhibit C are hereby modified to refer to Amended Exhibit C.
- (y) Exhibit F, Leasehold Mortgagees, is hereby deleted and replaced with Amended Exhibit F, Leasehold Mortgagees, attached hereto and made a part hereof. All references in the Lease to Exhibit F are hereby modified to refer to Amended Exhibit F.
- (z) Exhibit J, Regulatory Agreements, is hereby deleted and replaced with Amended Exhibit J, Regulatory Agreements, attached hereto and made a part hereof. All references in the Lease to Exhibit J are hereby modified to refer to Amended Exhibit J.

- (aa) Article 22, entitled HUD Capital Advance Program Requirements, is hereby added to the Lease. Article 22 is set forth in its entirety below:

## **Article 22**

### **HUD Capital Advance Program Requirements**

22.01 Notwithstanding any other provision of the Lease, HUD requires, as a condition of the HUD Capital Advance, that the Lease must be amended to incorporate and conform to the requirements of Section 202 of the Housing Act (the "HUD Section 202 Program Requirements") during the HUD Interest Period.

(a) Assignor is authorized to obtain a HUD Capital Advance from the Secretary of HUD and then loan the proceeds of the HUD Capital Advance to the Assignee in accordance with the HUD Tri-Party Agreement. The foregoing loan is the "HUD Mortgage Loan." The HUD Mortgage Loan shall be secured by a Leasehold Mortgage (HUD 90165-CA) on the Leasehold Estate and the Tenant Improvements located or to be located on the Leasehold Estate (the "Section 202 Mortgage"), which Section 202 Mortgage shall be granted by Assignee in favor of Assignor and then collaterally assigned by Assignor to HUD in accordance with the forthcoming Collateral Assignment dated as of \_\_\_\_\_, 2015 by Assignor in favor of HUD (the "Collateral Assignment"). Assignee is authorized to execute and record the foregoing Section 202 Mortgage in favor of Assignor on the Tenant Property and to otherwise to comply with the HUD Section 202 Program Requirements. Assignor is also authorized to execute and record the Collateral Assignment against the Tenant Property and to otherwise to comply with the HUD Section 202 Program Requirements. Upon execution and recording of the Section 202 Mortgage and Collateral Assignment, HUD shall become the First Leasehold Mortgagee.

(b) Intentionally omitted.

(c) Notwithstanding anything in the Lease to the contrary, Tenant may sell, convey, transfer, lease, sublease or encumber its interests in the Tenant Property provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. Such prior written consent of HUD shall be deemed the prior written consent of Landlord.

(c) Insurance policies for the Tenant Property shall be in an amount, and by such company or companies, and in such form, and against such risks and hazards, as shall be approved by the Secretary of HUD.

(d) Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Assignee to HUD. Landlord may, at its sole expense, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Assignee to HUD.

(e) (i) If all or any part of the Leasehold Estate or any Tenant Improvements located or to be located thereon shall be taken by condemnation, that portion of any award attributable to the Tenant Improvements or damage to said Tenant Improvements and that part of the award attributable to the Leasehold Estate created by this Lease shall be paid to HUD or otherwise disposed of as may be determined by HUD in writing. Any portion of the award attributable solely to the taking of fee interest in the Real Estate as encumbered by this Lease shall be solely paid to Landlord. After the date of taking, the annual Rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Real Estate as established by the amount the Secretary of Housing and Urban Development would be required to pay upon acquisition of the fee.

(ii) In the event of a negotiated sale of all or a portion of the Tenant Property in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the written approval of HUD or its designee shall be required as to the amount and division of the payment to be received.

(f) Landlord, subject to the prior approval of its City Council (if required), within ten (10) days after receipt of written request from Tenant, agrees that it shall cooperate with Tenant, at Tenant's expense, with regard to any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Tenant may perform in accordance with the Lease and also shall cooperate in the obtaining of any grants for easements for electric, telephone, cable, gas, water, sewer and such other public utilities as may be reasonably necessary for the operation of the Tenant Improvements located on the Leasehold Estate; and Landlord shall timely join in any such application or grants for easements, subject to the prior approval of its City Council (if required). If, at the expiration of such ten (10) day period, Landlord shall not have joined in any such application or grants for easements, Tenant shall have the right to execute such application and grants in the name of Landlord, and for that purpose, Landlord hereby irrevocably appoints Tenant as its attorney-in-fact to execute such papers on behalf of Landlord; provided, however, that the execution, application and appointment powers of this sentence shall not apply at any time that the City is the Landlord under the Lease.

(g) Nothing contained in the Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy, or transfer tax of Landlord, or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy upon the Rent payable by Tenant under the Lease.

(h) Upon any default by Tenant of its obligations created by the Lease which authorizes the cancellation thereof by Landlord, Landlord shall give written notice to HUD or its designee within sixty (60) days of the occurrence of such default. HUD, its successors and assigns shall have the right within six (6) months from the date of such notice properly served to HUD to correct the default and reinstate the Lease if Landlord has terminated the Lease as provided herein.

At any time after said 6-month period after the date of service of a notice of default to HUD and provided any such default shall remain uncured at such time, Landlord may elect to terminate the Lease and acquire possession of the Tenant Property. Upon acquiring possession of the Tenant Property, Landlord shall immediately notify HUD by written notice. HUD shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Real Estate, Improvements and Tenant Improvements located thereon. Such new lease shall have a term equal to the unexpired portion of the Term of the Lease and shall be on the same terms and conditions as contained in the Lease, except that HUD's liability for Rent shall not extend beyond its occupancy under such lease. Landlord shall tender such new lease to HUD within thirty (30) days after a request for such lease and shall deliver possession of the Tenant Property immediately upon the execution of the new lease by Landlord and HUD. Upon executing a new lease, HUD shall pay to Landlord any unpaid Rent due or that would have become due under this Lease to the date of execution of the new lease, including any taxes which were liens on the Leased Property and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of the Tenant Property since the date of default by Tenant under the Lease.

(i) In accordance with Article 16, all notices, demands and requests which are required to be given by the Landlord, the Tenant, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development  
77 West Jackson Boulevard  
Chicago, Illinois 60604  
Attention: Regional Counsel, 26<sup>th</sup> Floor  
Project No. 071EE255

With a copy to: U.S. Department of Housing and Urban Development  
77 West Jackson Street  
Chicago, Illinois .60606-5760  
Attention: Director of Multifamily Housing, 23<sup>rd</sup> Floor  
Project No. 071EE255

unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(j) "The Lease may not be terminated or amended without prior written consent of HUD."

22.02 Other Provisions. References throughout this Lease to the necessity of obtaining HUD's approval or consent shall be applicable only during the HUD Interest Period.

22.03 Further HUD Limitations. During the HUD Interest Period, and notwithstanding any provision in this Lease to the contrary, any provisions contained in this Lease under which

the Landlord shall retain the right of an indemnity or hold harmless obligation from the Tenant (including, but not limited to, the provisions found in Sections 4.05, 6.03, 6.05, 6.07, 6.08, 11.02 and 20.03) or any other monetary obligation may be due and owing to Landlord hereunder from the Tenant, the Landlord shall make no claim against the Project, as defined in the HUD Regulatory Agreement, or any income from the Project, except from available insurance proceeds or distributable Residual Receipts as approved by HUD under the provisions of the HUD Regulatory Agreement.

22.04 HUD Restrictions Prevail. Notwithstanding any other provisions of this Lease, in the event of any conflict, inconsistency or ambiguity between the provisions of this Article 22 and the provisions of any other section of the Lease, the provisions of this Article 22 shall prevail and control.

5. **Consent.** Landlord hereby acknowledges and consents to the provisions of this Assignment.
6. **Counterparts.** This Assignment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.
7. Except as assigned and amended herein, the terms of the Lease remain in full force and effect.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

IN WITNESS WHEREFORE, the parties have executed this Assignment or caused this Assignment to be executed as of the day first written above.

**ASSIGNOR:**

EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION, an Illinois not for profit corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

EHDOC J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership

By: JM Fitzgerald GP LLC, an Illinois limited liability company, its General Partner

By: EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not for profit corporation, its manager

By: \_\_\_\_\_  
Name:  
Title:

(LANDLORD'S SIGNATURE PAGE FOLLOWS HEREAFTER)

**LANDLORD**

**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government,

By: Department of Planning and Development

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**Commissioner**

By: Department of General Services

---

**Commissioner**

Approved as to Form and Legality:

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Deputy Corporation Counsel  
Real Estate Division

ACKNOWLEDGMENT BY LEASEHOLD MORTGAGEES

The undersigned Leasehold Mortgagees hereby acknowledge the terms of the Lease, as amended by the Assignment and Assumption and Amendment of Lease, and agree to be bound by any restrictions imposed therein on a particular Leasehold Mortgagee, including specifically the limitations imposed on the Second Leasehold Mortgagee and Third Leasehold Mortgage set forth in Articles 7 and 8 of the Lease, as amended.

First Leasehold Mortgagee: United States Department of Housing and Urban Department

By: \_\_\_\_\_  
Authorized Agent

Second Leasehold Mortgagee: EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not for profit corporation

By: \_\_\_\_\_  
Name:  
Title:

Third Leasehold Mortgagee: Elderly Housing Development and Operations Corporation, a District of Columbia nonprofit corporation

By: \_\_\_\_\_  
Name:  
Title:

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 \_\_\_\_\_, Commissioner of the Department of General Services of the City of Chicago (the "City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS     )  
  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of EHDOC J. Michael Fitzgerald Charitable Corporation, an Illinois not-for-profit corporation (“Corporation”), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer of the Corporation, he signed and delivered the said instrument pursuant to authority duly given and as his free and voluntary act, and as the free and voluntary act and deed of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of EHDOC J. Michael Fitzgerald Charitable Corporation, the manager (“Manager”) of JM Fitzgerald GP LLC, an Illinois limited liability company (“General Partner”), the general partner of EHDOC J. Michael Fitzgerald Apartments Limited Partnership, an Illinois limited partnership (the “Partnership”), 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 she/he signed and delivered the foregoing instrument pursuant to authority given to the Manager on behalf of the General Partner, acting on behalf of the Partnership, as his/her free and voluntary act and as the free and voluntary act and deed of said Manager on behalf of the General Partner on behalf of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**EXHIBIT A**

Legal Description  
**(Subject to Final Title and Survey)**

THE NORTH 183.00 FEET OF THE SOUTH 233.00 FEET OF THE WEST 254.35 FEET OF THE EAST 1187.35 FEET OF THE SOUTHWEST 1/4 OF SECTION 2; ALSO THE NORTH 163.87 FEET OF THE SOUTH 396.87 FEET OF THE WEST 155.00 FEET OF THE EAST 1088.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5801 N. PULASKI, BUILDING R, CHICAGO, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBERS: 13-02-300-010-8001 (FEE ESTATE AND OTHER FEE ESTATE PROPERTY) AND 13-02-300-010-8002 (LEASEHOLD ESTATE AND OTHER LEASEHOLD PROPERTY)

**AMENDED EXHIBIT C**  
**PERMITTED EXCEPTIONS**

1. General Real Estate Taxes not yet due and payable.
2. Rights of Public and Quasi-Public utilities for maintenance of utility facilities.
3. Easement in favor of Commonwealth Edison Company established by Grant recorded February 7, 1980 as document #: 25353367.
4. Easement in favor of Comcast of Florida/Illinois/Michigan, Inc. established by Grants of Easement dated April 18, 2012 and recorded as documents nos. 1210910066, 1210910070, 1210910072 and 1210910073.
5. Easement for public utilities as disclosed by a survey of the premises as prepared by Nakawatase, Wyns & Associates Inc. dated March 23, 1993.

Relates to: the existence of utility facilities and possible easement therefore. No recorded easement for said utilities has been found in the public record.

Affects: A 25 foot strip lying within the Easterly 54.5 feet of fee premises, wherein exists a 30 inch sewer.

A 10 foot strip lying within the Northerly 76.0 feet of fee premises, wherein exists a 12 inch sewer.

6. Declaration of Easement dated September 1, 1990 and recorded September 20, 1990 as document no. 90459766.
7. Low Income Housing Tax Credit Extended Use Agreement between the Partnership and Illinois Housing Development Authority.
8. HUD Regulatory Agreement.
9. HUD Use Agreement
10. Land Use Restrictions Agreement between the Partnership and Illinois Housing Development Authority.
11. Section 202 Mortgage.
12. Assignment of Leases and Rents by the Partnership in favor of Assignor
13. Collateral Assignment.

14. UCC Financing Statement by the Partnership in favor Assignor, as assigned to HUD.
15. Donation Tax Credit Regulatory Agreement among the Assignor, Assignee and City of Chicago.
16. Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (DTC Loan) by Partnership in favor of EHDOC J. Michael Fitzgerald Charitable Corporation.
17. Second Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (Predevelopment Funds Loan) by Partnership in favor of EHDOC J. Michael Fitzgerald Charitable Corporation; and
18. Declaration of Covenants and Reciprocal Easements for Senate Apartments, Prete Apartments and J. Michael Fitzgerald Apartments by and between Senior Citizens Housing Development Corporation of Chicago and EHDOC J. Michael Fitzgerald Apartments Limited Partnership

**AMENDED EXHIBIT F**

**LEASEHOLD MORTGAGEES**

First Leasehold Mortgagee: HUD, as collateral assignee of the HUD Mortgage Loan

Second Leasehold Mortgagee: EHDOC J. Michael Fitzgerald Charitable Corporation in connection with the Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (DTC Loan)

Third Leasehold Mortgagee: Elderly Housing Development and Operations Corporation in connection with the Second Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (Predevelopment Funds Loan)

## **AMENDED EXHIBIT J**

### **REGULATORY AGREEMENTS**

1. HUD Regulatory Agreement
2. HUD Use Agreement
3. Low Income Housing Tax Credit Extended Use Agreement between the Partnership and the Illinois Housing Development Authority
4. Donation Tax Credit Regulatory Agreement among the Partnership, City and EHDOC J. Michael Fitzgerald Charitable Corporation
5. Land Use Restriction Agreement between the Partnership and Illinois Housing Development Authority

**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:

EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION

**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: 1580 SAWGRASS CORPORATE PARKWAY, SUITE 210

FORT LAUDERDALE, FL 33323

C. Telephone: 954-835-9200 Fax: 954-835-0888 Email: DCHARLETON@EHDOC.ORG

D. Name of contact person: DAN CHARLETON

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

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):

FHA #071-EE255/IL06-S101-016 - 63 UNITS AFFORDABLE, ELDERLY HOUSING; NEW CONSTRUCTION 5801 N PULASKI RD, CHICAGO, PLANNED DEV 184 SUB-AREA E

G. Which City agency or department is requesting this EDS? PLANNING AND 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:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" 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 checked="" 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:

STATE OF 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
MORTON BAHR	PRESIDENT
STEVE PROTULIS	EXECUTIVE VP
MARIA CORDONE	SECRETARY
JOHN OLSEN	TREASURER

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
NONE		

**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):

NONE

---

**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.
Appiegare, Thorne-Thomsen	626 W Jackson Blvd. Chicago, IL 60661	Attorney	\$80,000 (HUD closing process)
Skender Construction	200 W. Madison, Suite 1200, Chicago, IL 60606	General Contractor	\$13,100,000 (Construction contract)
Harley Ellis Devereaux	One East Wacker Dr Ste. 200, Chicago, IL 60601	Architect	\$500,000 (Architectural Design/Engineering)

(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:

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NONE\

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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.

8. 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 execution 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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9. 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 \$20 per recipient (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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#### 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):

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NONE

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

**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
NONE		

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.

  <sup>x</sup> 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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NONE

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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NONE

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(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:

Newly formed, purpose built entity to develop and construct 63 units of affordable housing for City residents aged 62 and up, at <60% avg. med. income

**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](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 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:

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.

EHDQC J. MICHAEL FITZGERALD APARTMENTS CHARITABLE CORP

(Print or type name of Disclosing Party)

By: *Morton Bahr*  
(Sign here)

MORTON BAHR

(Print or type name of person signing)

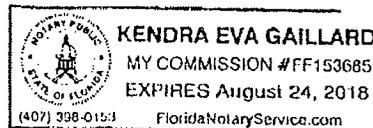
PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) June, 24, 2013,  
at Broward County, Florida (state).

Kendra Guillard Notary Public.

Commission expires: August 24, 2018.



**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.

NONE

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

**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:

EHDOC J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP

**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: EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION  
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: 1580 SAWGRASS CORPORATE PARKWAY, SUITE 210  
FORT LAUDERDALE, FL 33323

C. Telephone: 954-835-9200 X214 Fax: 954-835-0888 Email: DCHARLETON@EHDOC.ORG

D. Name of contact person: DAN CHARLETON

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

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):

FHA#071-EE255/IL06-S101-016 63 UNITS AFFORDABLE, ELDERLY HOUSING/NEW CONSTRUCTION, 5801 N PULASKI ROAD BLDG R, CHICAGO, 60646 PLANNED DEV, 184 SJB-AREA E

G. Which City agency or department is requesting this EDS? DEPT PLANNING AND ECON 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 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 checked="" type="checkbox"/> Limited partnership           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |

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

ILLINOIS

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

- Yes  No  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
JM FITZGERALD GP, LLC	GENERAL PARTNER
STRATFORD J. MICHAEL FITZGERALD INVESTORS LP	LIMITED PARTNER
EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION	MANAGER WITHIN THE GENERAL PARTNER

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
STRATFORD J. M. CHAPLIN INVESTMENTS LP	100 CORPORATE PL. SUITE 404, PEABODY, MA 01960	99.98%
	100 CORPORATE PL. SUITE 404, PEABODY, MA 01960	

### 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.
APPLEGATE & THORN-THOMSEN	626 W JACKSON BLVD CHICAGO 60661	ATTORNEY	ESTIMATED \$80,000 (HUD CLOSING)
SKENDER CONSTRUCTION	200 N MADISON, SUITE 1200, CHICAGO, 60606	GENERAL CONTRACTOR	ESTIMATED \$13,100,000 (CONSTRUCTION)
HARLEY ELLIS DEVEREAUX	ONE EAST WACKER DRIVE, CHICAGO, 60601	ARCHITECT	CONTRACTED \$500,000 (ARCH DESIGN)

(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:

NONE

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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.

8. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NONE

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9. 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 \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 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):

NONE

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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 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:

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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NONE

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(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:

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**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](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 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:

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.

EHD0C J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP

(Print or type name of Disclosing Party)

By: Morton Bahr  
(Sign here)

MORTON BAHR

(Print or type name of person signing)

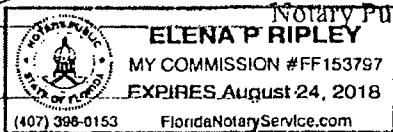
CHAIRMAN, ELDERLY HOUSING, DEVELOPMENT AND OPERATIONS CORPORATION

(Print or type title of person signing)

Signed and sworn to before me, on (date) July 7 2015,  
at Bayard County, Florida (state).

[Signature] 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 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.

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

**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:

Elderly Housing, Development and Operations Corporation

**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: EHDOC J Michael Fitzgerald Apartments

OR

Charitable Corporation

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: 1580 Sawgrass Corporate Parkway, Ste. 210  
Fort Lauderdale, FL 33323

C. Telephone: 954-835-9200 Fax: 954-835-0888 Email: dcharleton@ehdoc.org

D. Name of contact person: Dan Charleton, Director Development

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

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):

FHA #071-EE255/IL06-S101-016 - 63 units affordable, elderly hsg, new construction, 5801 N. Pulaski Rd. Bldg. R Chicago, PD 184 sub-area E

G. Which City agency or department is requesting this EDS? Planning and Development (Donation Tax Credit Application)

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

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

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

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" 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 checked="" 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:

District of Columbia

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
Morton Bahr	Chairman
Steve Protulis	President and CEO
Maria Cordone	Secretary
Erica Schmelzer	Treasurer

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
N/A		

**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):  
N/A

**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.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response
Applegate & Thorne-Thomsen	626 W. Jackson, Chicago, 60661	attorney	\$120,000 (legal fees)
Skender Construction	200 W Madison, Chicago, 60606	general contractor	\$13,100,000 (construction contract)
Harley Ellis Devereaux	1 East Wacker, Chicago, 60601	architect	\$500,000 (architect fees)

(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:  
N/A

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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.

8. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

.....  
.....  
.....

9. 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 \$20 per recipient (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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.....

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):

N/A  
.....  
.....

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

**D. CERTIFICATION REGARDING 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.

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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

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(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](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 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:

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.

Elderly Housing, Development and Operations Corporation

(Print or type name of Disclosing Party)

By: Morton Bahr

(Sign here)

Morton Bahr

(Print or type name of person signing)

Chairman

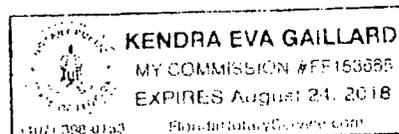
(Print or type title of person signing)

Signed and sworn to before me on (date) June 24, 2015  
at Broward County, Florida (state)

Kendra Gaillard

Notary Public.

Commission expires: August 24, 2018.



**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.

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

**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:

JM FITZGERALD GP, LLC

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

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: EHDOC J MICHAEL FITZGERALD CHARITABLE CORPORATION

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:

1580 SAWGRASS CORPORATE PARKWAY, SUITE 210

FORT LAUDERDALE, FL 33323

C. Telephone: 954-835-9200 X214

Fax: 954-835-0888

Email: DCHARLETON@EHDOC.ORG

D. Name of contact person: DAN CHARLETON

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

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):

FHA#071-EE255/IL06-S101-016 63 UNITS AFFORDABLE, ELDERLY HOUSING/NEW CONSTRUCTION, 5801 N PULASKI ROAD, BLDG R, CHICAGO. 60646 PLANNED DEV 184 SUB-AREA E

G. Which City agency or department is requesting this EDS? DEPT PLANNING AND ECON 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 checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

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

ILLINOIS

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

- Yes  No  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
EHDOC J. MICHAEL FITZGERALD CHARITABLE CORPORATION	MANAGER
RHF HOLDINGS GROUP, INC.	MEMBER

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
ENDOC J. M. CHARL. FITZGERALD CHARITABLE CORP	1546 SAWGRASS CORP. PKWY SUITE 210, FT. ALDERDORF, FL 33422	79%
RHF HOLDINGS GROUP, INC.	911 N. STUDEBAKER ROAD, LONG BEACH, CA 90765	21%
	1546 SAWGRASS CORP. PKWY SUITE 210 FT. ALDERDORF, FL 33422	

### 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.
APPL GATE & THORN-THOMSEN	626 W. JACKSON BLVD, CHICAGO 60651	ATTORNEY	ESTIMATED \$60,000 (HUD CLOSING)
SKENDER CONSTRUCTION	200 N. MADISON, CHICAGO 60606	GENERAL CONTRACTOR	ESTIMATED \$13,100,000 (CONSTRUCTION)
HARLEY ELLIS DEVEREAUX	ONE EAST WACKER DRIVE, CHICAGO 60601	ARCHITECT	CONTRACTED \$500,000 (ARCH DESIGN)

(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:

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NONE

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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.

8. 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 execution 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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9. 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 \$20 per recipient (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 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):

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NONE

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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 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:

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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NONE

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(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:

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**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](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 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:

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.

JM FITZGERALD GP, LLC

(Print or type name of Disclosing Party)

By: Morton Bahr  
(Sign here)

MORTON BAHR

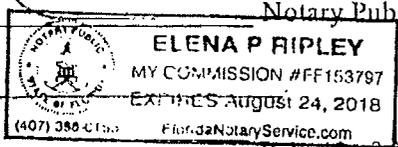
(Print or type name of person signing)

AUTHORIZED AGENT AND CHAIRMAN ELDERLY HOUSING DEV. & OPERATIONS CORP

(Print or type title of person signing)

Signed and sworn to before me on (date) July 7, 2015  
at Broward County, Florida (state).

[Signature] 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 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.

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

**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:

RHF HOLDINGS GROUP, INC.

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

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: EHDOO J. MICHAEL FITZGERALD CHARITABLE CORPORATION

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: 911 N. STUDEBAKER ROAD

LONG BEACH, CA 90815

C. Telephone: 562-257-5100 Fax: 562-493-7042 Email: anders.plett@rhf.org

D. Name of contact person: ANDERS PLETT

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

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):

FHA #071-EE255/L08-S101-016 63 UNITS AFFORDABLE, ELDERLY HOUSING, NEW CONSTRUCTION, 5801 N. PULASKI RD, CHICAGO, PLANNED DEV 184 SUB-AREA E

G. Which City agency or department is requesting this EDS? PLANNING AND 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:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" 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 checked="" 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:

CALIFORNIA

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
DR. LAVERNE JOSEPH	PRESIDENT
DEBORAH STOUFF	SECRETARY
OTHERS (SEE ATTACHED LIST)	

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,

**RHF Holdings Group, Inc.**  
c/o RIIF  
911 N. Studebaker Rd.  
Long Beach, CA 90815-4900

**2015 Board of Directors**

Raymond East, Director

Frank G. Jahrling, Director

Christina E. Potter, Director

John Bauman, Director

Dr. Darryl M. Sexton, Director

Stewart M. Simington, Director

John E. Trnka, Director

**2015 Corporate Officers**

Dr. Laverne R. Joseph, President

Dr. Darryl M. Sexton, Vice President

Deborah Stouff, Secretary

Frank G. Jahrling, Treasurer

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
NONE		

**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):

NONE

**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.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
NONE			

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

Under 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:

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NONE

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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.

8. 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 execution 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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9. 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 \$20 per recipient (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 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):

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NONE

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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 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:

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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NONE

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(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:

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**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](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 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:

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.

RHF HOLDINGS GROUP, INC.  
\_\_\_\_\_  
(Print or type name of Disclosing Party)

By:   
(Sign here)

Dr. Laveme Joseph  
\_\_\_\_\_  
(Print or type name of person signing)

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

*See Attached  
Invoice  
7-9-15*

Signed and sworn to before me on (date) \_\_\_\_\_,  
at \_\_\_\_\_ County, \_\_\_\_\_ (state).

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

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

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 9<sup>th</sup> day of July, 2015,  
by \_\_\_\_\_ Date Month Year

(1) Louanna R. Joseph

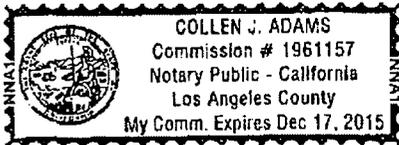
(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Colleen J. Adams

Signature of Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document City of Chicago Economic Disclosure

Title or Type of Document: Statement and Affidavit Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**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.

NONE

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

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:

SCG CAPITAL CORP.

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: ENDOC J. MICHAEL FITZGERALD

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: 100 CORPORATE PLACE, SUITE 404  
PEABODY MA 01960

C. Telephone: (978) 535-5600 ext 124 Fax: (978) 535-1141 Email: MAH@STANFORDCAPITALGROUP.COM

D. Name of contact person: MILES HARGOOD

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

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):

FHA #071-EE255/SLO6-5101-016 - 63 UNITS OF AFFORDABLE, ELDERLY HOUSING, NEW CONSTRUCTION, 5801 N. PULASKI RD., BLD R CHICAGO, PD 184 JOB-AREA E

G. Which City agency or department is requesting this EDS? PLANNING AND DEVELOPMENT (DONATION TAX CREDIT APPLICATION)

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

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

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

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person   | <input type="checkbox"/> Limited liability company       |
| <input type="checkbox"/> Publicly registered business corporation       | <input type="checkbox"/> Limited liability partnership   |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship                            | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                            | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input checked="" 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 - PENDING  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>RICHARD A. HAYDEN, DIRECTOR AND SENIOR VICE PRESIDENT</u>	
<u>KYLE F. WOLFF, DIRECTOR AND SENIOR VICE PRESIDENT</u>	
<u>JOHN M. NELSON, IV, CHIEF EXECUTIVE OFFICER</u>	
<u>BENJAMIN D. MOTTOLO, PRESIDENT, TREASURER AND SECRETARY</u>	
<u>STEPHEN P. WILSON, SENIOR VICE PRESIDENT AND ASST. SECRETARY</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
RICHARD A. HAYDEN,	100 CORPORATE PLACE, PEARBURY MA. 01960	13.6%
KYLE F. WOLFF,	SAME ADDRESS	8.7%
JOHN M. NELSON, IU,	SAME ADDRESS	50.5%
BENJAMIN D. MOTTOLA,	SAME ADDRESS	13.6%
STEPHEN P. WILSON,	SAME ADDRESS	17.6%

**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):

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**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.
NIXON PEARSON LLP	100 SUMNER ST,	BOSTON MA 02110	(ATTORNEY - RETAINED) \$10,000

(Add sheets if necessary)

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

**SECTION V -- CERTIFICATIONS**

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

Under 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:

**NOPE**

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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.

8. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NONE

9. 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 \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is

is not

a "financial institution" as defined in 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:

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

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(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:

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**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](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 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:

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.

SCG. CAPITAL CORP

(Print or type name of Disclosing Party)

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

(Sign here)

BENJAMIN D. MOTTOLA

(Print or type name of person signing)

PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date), July 27, 2015,  
at Essex County, Massachusetts (State).

\_\_\_\_\_  
Notary Public.  
ALEXANDRA E. KASPRZAK  
Notary Public

Commission expires:  Commonwealth of Massachusetts  
My Commission Expires  
September 4, 2020

**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.

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

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:

STRATFORD J. MICHAEL FITZGERALD INVESTORS LIMITED PARTNERSHIP

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: ERDOC J. MICHAEL FITZGERALD APARTMENTS LIMITED PARTNERSHIP  
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: 100 CORPORATE PLACE, SUITE 404  
PEABODY MA 01960

C. Telephone: (978) 535-5600 Ext 124 Fax: (978) 535-1141 Email: mah@stratfordcapitalgroup.com

D. Name of contact person: MILES HAPGOOD

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

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):

FHA #071-6885/SLOL-5101-016-63 UNITS OF AFFORDABLE, ELDERLY HOUSING, NEW CONSTRUCTION, 5801 N. PULASKI RD., BLD R CHICAGO, PD 184 JOB-AREA E

G. Which City agency or department is requesting this EDS? PLANNING AND DEVELOPMENT (DONATION TAX CREDIT APPLICATION)

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

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

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

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company       |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership   |
| <input 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 checked="" 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:

MASACHUSETTS

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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 - PENDING  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>SCG CAPITAL CORPORATION,</u>	<u>GENERAL PARTNER</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
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.
NIXON PEARODY LLP	100 SUMNER ST, BOSTON MA 02110	(Attorney-retained)	\$75000 EST.

(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:

NOPE

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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.

8. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NONE

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9. 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 \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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 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):

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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 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
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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 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:

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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 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

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(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:

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## 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 online 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 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:

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.

STRATFORD J. MICHAEL FITZGERALD INVESTORS LIMITED PARTNERSHIP

(Print or type name of Disclosing Party)

SCG CAPITAL CORP, ITS GENERAL PARTNER

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

(Sign here)

BENJAMIN D. MOTTOLA

(Print or type name of person signing)

PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) July 27, 2015,  
at Essex County, Massachusetts (state).

Alexandra E. Kasprzak Notary Public.

Commission expires: Notary Public  
 ALEXANDRA E. KASPRZAK  
Commonwealth of Massachusetts  
My Commission Expires September 4, 2020

**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.

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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 percent (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 Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

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 Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

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

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**