



Office of the Chicago City
Clerk



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Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	7/28/2011
Sponsor(s):	Mayor Emanuel
Type:	Ordinance
Title:	Execution of redevelopment agreement for Resurrection University and Saints Mary and Elizabeth Medical Center
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 28, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement for Resurrection University and Saints Mary and Elizabeth Medical Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on June 27, 2001, and published at pages 62056 through 62192 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Redevelopment Plan") for the Humboldt Park Commercial Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62193 through 62204 of the Journal of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on June 27, 2001, and published at pages 62205 through 62215 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, Saints Mary and Elizabeth Medical Center, an Illinois not for profit corporation ("SMEMC") owns certain hospital facilities (the "Building") and related parking located within the Redevelopment Area generally at 1431 North Claremont Avenue, Chicago, Illinois, and SMEMC proposes to lease a portion of the Building to Resurrection University, an Illinois not for profit corporation ("Resurrection University" and, together with SMEMC, the "Developer"); and

WHEREAS, the Developer proposes to commence and complete the renovation of (i) portions of the first, sixth, seventh, eighth and tenth floors of the Building to provide classroom and lab spaces, conference rooms, offices, a cafeteria and a student lounge for use as a nursing and other healthcare related higher education facility, and (ii) the parking lot and existing parking structure to create approximately forty-one (41) additional parking spaces, add landscaping, and improve lighting and storm water management capacity (collectively, the "Project"); and

WHEREAS, pursuant to Resolution 11-CDC-11, adopted by the Community Development Commission of the City (the "Commission") on March 8, 2011, the Commission recommended that the Developer be designated as the developer for the Project and that the City's Department of Housing and Economic Development ("HED") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; and

WHEREAS, the Developer will undertake the Project in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City (the "Redevelopment Agreement"), with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance; herein defined as the "Fund") pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); and

WHEREAS, in consideration of the redevelopment project costs for the Project incurred or to be incurred by the Developer, the City agrees to issue, and Developer agrees to acquire, according to certain terms and conditions, the City Note (as defined in Section 5 hereof) as a tax increment

revenue obligation; and

WHEREAS, the City Note will constitute a special, limited obligation of the City, payable solely from amounts on deposit from time to time in the Resurrection University Project Account (as defined in Section 9 hereof) and shall be a valid claim of the registered owners thereof only against said sources; the City Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any Constitutional or statutory provision; and the registered owner(s) of the City Note shall not have the right to compel any exercise of the general tax power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Note. The City's obligations to repay the City Note fully is further limited by the terms and conditions of the Redevelopment Agreement; and

WHEREAS, the Project is necessary for the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan; now therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to (i) issue a taxable tax increment allocation revenue obligation, in principal aggregate amount not to exceed Two Million Three Hundred Sixty-Nine Thousand Ninety Dollars (\$2,369,090), and (ii) pay an amount not to exceed Two Million Three Hundred Sixty-Nine Thousand Eighty-Nine Dollars (\$2,369,089) as the completion payment (the "Completion Payment") in the aggregate from Incremental Taxes, all on the terms and conditions provided in the Redevelopment Agreement to finance or reimburse a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Eligible Improvements").

SECTION 5. There shall be borrowed for and on behalf of the City a principal amount not to exceed Two Million Three Hundred Sixty-Nine Thousand Ninety Dollars (\$2,369,090) for the payment of a portion of the TIF-Eligible Improvements as evidenced by a taxable note of the City designated "City of Chicago Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project Area) (Resurrection University Project), Taxable Series 2011" (the "City Note"). In addition, the City is authorized to pay from Incremental Taxes an aggregate amount not to exceed Two Million Three Hundred Sixty-Nine Thousand Eighty-Nine Dollars (\$2,369,089) as the Completion Payment on the terms and conditions provided in the Redevelopment Agreement. The

maximum aggregate principal amount of the City Note and the Completion Payment, combined, shall not exceed \$4,738,179. The proceeds of the City Note and the Completion Payment are hereby appropriated for the purposes set forth in this Section 5.

The City Note shall be in substantially the form included in the Redevelopment Agreement attached hereto as Exhibit A and made a part hereof, with such additions or modifications at the time of issuance as shall be determined to be necessary by the person duly appointed and serving as the Chief Financial Officer of the City or, if no such person has been appointed, then the City Comptroller (the "Authorized Officer").

The City Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Note are hereby appropriated for the purposes set forth in this Section 5.

The City Note shall mature as described in the Redevelopment Agreement, and shall bear interest at a fixed interest rate as described in the Redevelopment Agreement, until the principal amount of the City Note is paid or until maturity, with the exact rate to be determined by the Authorized Officer, computed on the basis of a 360-day year of twelve 30-day months.

The principal of and interest on the City Note shall be paid by check, draft or wire transfer of funds by the Authorized Officer, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the City Note is registered at the close of business on the payment date, in any event no later than at the close of business on the fifteenth (15th) day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the City Note, and the City Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk or any Deputy Clerk of the City, and in case any officer whose signature shall appear on the City Note shall cease to be such officer before the delivery of the City Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Note shall have thereon a certificate of authentication substantially in the form set forth therein duly executed by the Registrar, as authenticating agent of the City for the City Note, and showing the date of authentication. The City Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the City Note shall be conclusive evidence that the City Note has been authenticated and delivered under this Ordinance.

SECTION 6. The City shall cause books (the "Register") for the registration and for the transfer of the City Note (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this Ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the City Note. The City is authorized to

prepare, and the Registrar shall keep custody of, multiple City Note blanks executed by the City for use in the transfer of the City Note.

Upon surrender for a transfer of the City Note authorized under the Redevelopment Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Authorized Officer (or his or her designee) and the Commissioner on the instrument of transfer, and (iv) any deliveries required under the Redevelopment Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered City Note of the same maturity, of authorized denomination, for the authorized principal amount of the City Note less previous retirements. The execution by the City of a fully registered City Note shall constitute full and due authorization of the City Note and the Registrar shall thereby be authorized to authenticate, date and deliver the City Note. The Registrar shall not be required to transfer or exchange the City Note during the period beginning at the close of business on the fifteenth (15th) day of the month immediately prior to the maturity date of the City Note nor to transfer or exchange the City Note after notice calling the City Note for prepayment has been made, nor during a period of five (5) business days next preceding mailing of a notice of prepayment of principal of the City Note. No beneficial interests in the City Note shall be assigned, except in accordance with the procedures for transferring the City Note described above.

The person in whose name the City Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the City Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the City Note.

SECTION 7. Subject to the limitations set forth herein, the Authorized Officer is authorized to determine the terms of the City Note and to cause the City to issue the City Note on such terms as the Authorized Officer may deem to be in the best interest of the City. The principal of the taxable City Note shall be subject to prepayment as provided in the form of taxable City Note included in the Redevelopment Agreement. As directed by the Authorized Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

SECTION 8. The City Note hereby authorized shall be executed as in this Ordinance and the Redevelopment Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Redevelopment Agreement, and thereupon, said City Note shall be deposited with the Commissioner, and delivered by the Commissioner to the Developer.

SECTION 9. Pursuant to the TIF Ordinance, the City created a special tax increment fund (the "Fund"). The Authorized Officer is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant

to the TIF Ordinance, all Incremental Taxes received by the City for the Redevelopment Area are to be deposited into the Fund.

There is hereby created within the Fund a special sub-account to be known as the "Resurrection University Project Account" (the "Project Account"). The City shall designate and deposit into the Project Account the Available Incremental Taxes (as defined in the Redevelopment Agreement), including any incremental taxes transferred into the Project Account from the tax increment fund for the Redevelopment Area, as described in more detail in the Redevelopment Agreement. The City hereby assigns, pledges and dedicates the Project Account, together with all amounts on deposit therein, to the payment of the Completion Payment and the principal of and interest, if any, on the City Note when due under the terms of the Redevelopment Agreement and in accordance with the debt service schedules attached to the City Note. Upon deposit, the moneys on deposit in the Project Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Project Account. All moneys on deposit in the Project Account shall be used to pay the Completion Payment and the principal of and interest on the City Note, at maturity or upon payment or redemption prior to maturity, in accordance with the terms of such City Note, which payments from the Project Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the City Note and the Redevelopment Agreement in accordance with their terms, the amounts on deposit in the Project Account, as applicable, shall be deposited in the Fund of the City and the Project Account shall be closed.

Notwithstanding any of the foregoing, payments on the City Note will be subject to the availability of Available Incremental Taxes in the Project Account.

The priority of all payments made under the City Note shall be as set forth in the Redevelopment Agreement.

SECTION 10. The City Note is a special limited obligation of the City. The City Note is payable solely from Available Incremental Taxes, and shall be a valid claim of the registered owners thereof only against said sources. The City Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the City Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Note.

SECTION 11. Moneys on deposit in the Fund or the Project Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago (the "Municipal Code"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Note.

SECTION 12. The Registrar shall maintain a list of the names and address of the registered owners from time to time of the City Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

SECTION 13. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the City Note. All covenants relating to the City Note are enforceable by the registered owners of the City Note.

SECTION 14. The Mayor, the Authorized Officer, the City Clerk or any Deputy Clerk, the Commissioner (or his or her 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.

SECTION 15. 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 16. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 17. This Ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit A - Redevelopment Agreement

[see attached]

This agreement was prepared by and after recording return to:
Saundra N. Fried, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

**RESURRECTION UNIVERSITY
REDEVELOPMENT AGREEMENT**

This Resurrection University Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 20____, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development or any successor department thereto ("HED"), Saints Mary and Elizabeth Medical Center, an Illinois not for profit corporation ("SMEMC") and Resurrection University, an Illinois not for profit corporation ("Resurrection University" and, together with SMEMC, the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax

Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Humboldt Park Commercial Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois Designating the Humboldt Park Commercial Redevelopment Project Area as a Tax Increment Financing District;" and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Humboldt Park Commercial Redevelopment Project Area" (the "TIF Adoption Ordinance") (items (1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment plan approved by the TIF Ordinances is referred to herein as the "Redevelopment Plan". The redevelopment project area created by the TIF Ordinances is referred to herein as the "Redevelopment Area" and is legally described in Exhibit A hereto.

D. The Project: SMEMC owns certain property located within the Redevelopment Area at 1431 North Claremont Avenue, Chicago, Illinois 60622 and legally described on Exhibit B hereto (the "Property"), which has been improved with a hospital structure (the "Building") and associated parking (and together with the Building, the "Facility") which is operated by the Developer. Within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete the renovation of (i) portions of the first, sixth, seventh, eighth and tenth floors of the Building to provide classroom and lab spaces, conference rooms, offices, a cafeteria and a student lounge for use as a nursing and other healthcare related higher education facility, and (ii) the parking lot and existing parking structure to create approximately forty-one (41) additional parking spaces, add landscaping, and improve lighting and storm water management capacity. Upon completion of these improvements SMEMC expects to lease the renovated Building space to Resurrection University. These improvements (including but not limited to those TIF-Eligible Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Note (defined below) and/or (ii) Incremental Taxes to pay for or reimburse the Developer for the costs of the TIF-Eligible Improvements pursuant to the terms and conditions of this Agreement and the City Note.

In addition, the City may, in its discretion, in accordance with Section 8.05 hereof, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Eligible Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to [Developer] pursuant to this Agreement), to make payments of principal and interest on the City Note, or in order to reimburse the City for the costs of TIF-Eligible

Improvements.

G. Prior TIF Financing: Pursuant to a note ordinance adopted by the City Council on December 4, 2002, as amended on May 7, 2003, the City issued its Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project) Taxable Series 2003, dated June 9, 2003, in the amount of \$1,150,000 to The Northern Trust Company, secured by the pledge of certain Incremental Taxes (as defined herein) generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the City's Small Business Improvement Program (the "Bank Note")

Pursuant to an ordinance adopted by the City Council on June 8, 2005, the City entered into a redevelopment agreement with La Estancia Limited Partnership, dated as of November 28, 2005, whereby the City pledged certain Incremental Taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the La Estancia Redevelopment Project in an amount not to exceed \$1,555,485 (the "La Estancia Obligation").

Pursuant to an ordinance adopted by the City Council on December 13, 2006, the City entered into a redevelopment agreement with North and Talman Elderly Limited Partnership dated as of August 8, 2007, whereby the City pledged certain Incremental Taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the North and Talman Elderly Limited Partnership Redevelopment Project in an amount not to exceed \$2,450,000 (the "North and Talman Obligation").

Pursuant to an ordinance adopted by the City Council on February 9, 2011, the City entered into an intergovernmental agreement with the Public Building Commission of Chicago dated as of April 1, 2011, whereby the City pledged certain Incremental Taxes generated by parcels within the Redevelopment Area for the payment of redevelopment project costs in connection with the Humboldt Park branch library in the amount of \$4,500,000 (the "Library Obligation" and, collectively with the Bank Note, the La Estancia Obligation and the North and Talman Obligation, "Prior TIF Financing").

The Developer acknowledges that the Prior TIF Financing is a prior lien on the Humboldt Park Commercial TIF Fund and that the Developer has no claim on any monies except for monies which are Available Incremental Taxes.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

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

"**Act**" shall have the meaning set forth in the Recitals hereof.

"**Actual residents of the City**" shall have the meaning set forth in **Section 10.02** hereof.

"**Administrative Fee**" shall mean ten percent (10%) of the Incremental Taxes.

"**Affiliate**" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with SMEMC or Resurrection University, as the case may be.

"**Agreement**" shall have the meaning set forth in the Recitals hereof.

"**Annual Compliance Report**" shall mean a signed report from the Developer to the City in accordance with **Section 8.23** hereof (a) itemizing each of the following Developer obligations under the Agreement during the preceding calendar year:

- (1) evidence of meeting the Jobs Covenant and of continuously occupying and operating the Project as an integral part of its hospital building/campus (**Section 8.06**);
- (2) delivery of Financial Statements and unaudited financial statements (**Section 8.13**);
- (3) delivery of updated insurance certificates, if applicable (**Section 8.14**);
- (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**);
- (5) evidence of meeting the Public Benefits Program requirements (**Section 8.20**);
- (6) evidence of continuing accreditation by the Illinois Board of Higher Education (**Section 8.21**);
- (7) delivery of evidence that LEED Certification has been obtained (**Section 8.22**); and
- (8) compliance with all other executory provisions of this Agreement;

(b) certifying the Developer's compliance or noncompliance with such obligations; (c) attaching evidence (whether or not previously submitted to the City) of such compliance; and (d) certifying that the Developer is not in default with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements.

"**Available Incremental Taxes**" shall mean, for any given year of calculation, an amount equal to all the Incremental Taxes on deposit in the Humboldt Park Commercial TIF Fund, after deducting the Administrative Fee, all Incremental Taxes attributable to the Prior TIF Financing and debt service payments with respect to the TIF Bonds, if any.

"**Building**" shall have the meaning set forth in the Recitals hereof.

"**Business Relationship**" shall have the meaning as set forth in **Section 18.22** hereof.

"**Certificate**" shall mean the final Certificate of Completion of Rehabilitation as described in **Section 7.01** hereof.

"**Certificate of Expenditure**" shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.02, Section 3.03, and Section 3.04 respectively.

"City" shall mean the City of Chicago, Illinois.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof. No City Funds shall be used to pay or reimburse Redevelopment Project Costs that are for Religious Purposes.

"City Note" shall mean the City of Chicago Tax Increment Allocation Revenue Note (Humboldt Park Commercial Redevelopment Project Area) (Resurrection University Project), Taxable Series 20____, to be in the form attached hereto as Exhibit M, in the maximum principal amount of \$2,369,090, and with a maturity date of March 1, 20____, issued by the City to Developer as provided herein. The City Note shall bear interest at rates and upon such terms as set forth in Section 4.03(d) hereof.

"City Note Payment Requisition Form" shall mean the document, in the form attached hereto as Exhibit L-2, to be delivered by the Developer to HED pursuant to Section 4.03(e) of this Agreement.

"Closing Date" shall mean _____, 20____.

"Commissioner" shall mean the Commissioner of HED.

"Completion Payment" shall mean \$2,369,089 paid to Developer in accordance with Section 4.03(c).

"Construction Contract" shall mean that certain contract or contracts, substantially in the form attached hereto as Exhibit E, to be entered into between the Developer and the General Contractor providing for completion of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Developer" shall have the meaning as set forth in the Recitals hereof.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C.

Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

“Equity” shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

“Event of Default” shall have the meaning set forth in Section 15 hereof.

“Facility” shall have the meaning set forth in the Recitals hereof.

“Final Project Cost” shall have the meaning set forth in Section 7.01 hereof.

“Financial Statements” shall mean complete audited consolidated financial statements of Resurrection Health Care Corporation and its Affiliates prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

“Full-Time Equivalent Employee” or “FTE” shall mean an employee of the Developer (or, with respect to job shares or similar work arrangements or part time employees, multiple employees counted collectively as a single FTE as set forth within this definition) who is employed in a permanent position during the applicable month, excluding persons engaged as or employed by independent contractors, third party service providers or consultants. For purposes of this definition: (a) a full time faculty member of Resurrection University shall be considered an FTE if such faculty member (i) is a salaried employee working under either a nine (9) month academic year contract or a twelve (12) month calendar year contract, and (ii) either teaches classes taking place at the Project or supervises students engaged in clinical work located at the Project or outside of the Project but within the City, or teaches on-line courses so long as some presence at the Project is maintained; (b) adjunct faculty members may be aggregated for purposes of the FTE calculation, such that every 24 credit hours taught by any adjunct faculty in any Reporting Period shall count as one (1) FTE; and (c) non-faculty employees of the Developer shall be employed at the Project and shall be either salaried employees or work at least thirty-five (35) hours per week (or if fewer than thirty-five (35) hours, two employees totaling at least thirty-five (35) hours being counted collectively as a single FTE) at the Project.

“General Contractor” shall mean _____, a [STATE][ENTITY TYPE], the general contractor(s) hired by the Developer pursuant to Section 6.01 hereof.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or

contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HED" shall have the meaning as set forth in the Recitals hereof.

"Human Rights Ordinance" shall have the meaning set forth in Section 10.01(a) hereof.

"Humboldt Park Commercial TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Humboldt Park Commercial TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" shall have the meaning set forth in Section 13.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 8.06(b) hereof.

"LEED Certification" shall mean a basic Commercial Interior Certification of the Rehabilitation Project under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System maintained by the U.S. Green Building Council and applicable to commercial interiors.

"Lender" shall mean any provider of Lender Financing.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof.

"Master Indenture" shall mean that certain Master Trust Indenture dated as of August 1, 1999, as amended, supplemented from time to time, among the Members of the Obligated Group and The Bank of New York Mellon Trust Company, N.A., a national banking association, as successor master trustee, and any master trust indenture entered into by the Members of the Obligated Group in substitution thereof.

"Maximum Amount of City Funds" shall have the meaning set forth in Section 4.03(b) hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

“MBE/WBE Budget” shall mean the budget attached hereto as **Exhibit H-2**, as described in **Section 10.03**.

“MBE/WBE Program” shall have the meaning set forth in **Section 10.03** hereof.

“Members of the Obligated Group” shall mean, collectively, Resurrection Health Care Corporation, Resurrection Medical Center, Our Lady of the Resurrection Medical Center, Saint Francis Hospital, Saint Joseph Hospital and SMEMC, as members of the obligated group established under the Master Indenture.

“Municipal Code” shall mean the Municipal Code of the City of Chicago.

“Net New Markets Tax Credit Benefits” shall mean the gross new market tax credit equity received from the New Markets Tax Credit investor, less New Market Tax Credit-related closing costs, and less New Market Tax Credit provider and investor compliance-period fees and expenses charged to the Project.

“New Mortgage” shall have the meaning set forth in **Section 16** hereof.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

“Operating Covenant” shall have the meaning set forth in **Section 8.06(a)** hereof.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit G** hereto.

“Permitted Mortgage” shall have the meaning set forth in **Section 16** hereof.

“Plans and Specifications” shall mean the construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

“Prior Expenditure(s)” shall have the meaning set forth in **Section 4.04** hereof.

“Prior TIF Financing” shall have the meaning set forth in the Recitals hereof.

“Project” shall have the meaning set forth in the Recitals hereof.

“Project Budget” shall mean the budget attached hereto as **Exhibit H-1**, showing the total cost of the Project by line item, furnished by the Developer to HED, in accordance with **Section 3.03** hereof.

“Property” shall have the meaning set forth in the Recitals hereof.

“Redevelopment Area” shall have the meaning set forth in the Recitals hereof.

“Redevelopment Plan” shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Religious Purposes" shall mean purposes which are prohibited by the Establishment of Religion Clause of the First Amendment of the Constitution of the United States of America and by any comparable provisions of the Constitution of the State of Illinois, as such provisions are interpreted by courts of competent jurisdiction, including but not limited to the United States Supreme Court and the Illinois Supreme Court.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"State" shall mean the State of Illinois.

"Survey" shall mean a survey in the most recently revised form of ALTA/ACSM land title survey of the Property, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the renovation of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Ten Year Anniversary" shall mean the date which is ten years after the date of issuance of the Certificate pursuant to Section 7.01 hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (December 31, 2025).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Proceeds" shall have the meaning set forth in the Recitals hereof.

"TIF Bonds" shall have the meaning set forth in the Recitals hereof.

"TIF-Eligible Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. TIF-Eligible Improvements shall not include any costs of the Project that are attributable to Religious Purposes. Exhibit C lists the TIF-Eligible Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing SMEMC as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. The Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof. (i) commence construction of the Project no later than [October 1, 2011]; and (ii) complete construction thereof no later than [October 1, 2012].

3.02 Scope Drawings and Plans and Specifications. Prior to commencing work on the Project, the Developer will deliver the Scope Drawings and Plans and Specifications for the Project to HED and will obtain HED's approval of same. After such initial approvals, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to HED as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an amount not less than [Thirteen Million Five Hundred Thirty-Seven Thousand Six Hundred Fifty-Five Dollars (\$13,537,655)]. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to HED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to HED concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order (or combination of Change Orders) relating to any of the following must be submitted by the Developer to HED for HED's prior written approval: (a) a reduction in the square footage of the

Project by more than five percent (5%); (b) a change in the use of the Property to a use other than its current uses; (c) a delay in the completion of the Project by more than six months past the completion date set forth in Section 3.01 above; or (d) an increase or decrease in the Project Budget by more than 10% from the figure set forth in Section 3.03 above. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of HED's written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 HED Approval. Any approval granted by HED of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to HED's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide HED with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any extension of completion date by more than ninety (90) days being considered a Change Order, requiring HED's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to HED upon the request of HED or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. Developer's architect, Perkins + Will, or an independent agent or architect (other than the Developer's architect) approved by HED shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project hereunder.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be [\$13,537,655], to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

[Equity		
Developer Equity		\$4,750,000*
State Grant Funding		\$1,247,000
Net New Market Tax Credit Benefits		\$2,802,476
Lender Financing		\$ -0-
City Funds**		
Completion Payment		\$2,369,089
City Note		\$2,369,090
ESTIMATED TOTAL		\$13,537,655]

* The City Funds will be used to reimburse Developer Equity.

** The maximum amount of City Funds is \$4,738,179.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs and costs of TIF-Eligible Improvements.

4.03 City Funds.

(a) **Uses of City Funds.** City Funds shall only be used to pay directly or reimburse the Developer for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs. City Funds shall not be used to pay directly or reimburse the Developer for costs of improvements that are to be for Religious Purposes. Exhibit C sets forth, by line item, the TIF-Eligible Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b)), contingent

upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost and that such Project cost is not attributable for a Religious Purpose. City Funds shall not be paid to the Developer hereunder prior to the issuance of the Certificate.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide the City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Eligible Improvements or to pay principal of and interest on the City Note:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes	\$4,738,179

provided, however, that if actual total costs of the Project are less than [\$13,537,655] or the Net New Markets Tax Credit Benefits are greater than [\$2,802,476], then the Maximum Amount of City Funds provided under this Redevelopment Agreement shall be reduced by (i) one dollar (\$1.00) for every one dollar (\$1.00) reduction in actual total costs of the Project below [\$13,537,655] or (ii) one dollar (\$1.00) for every one dollar (\$1.00) the Net New Markets Tax Credit Benefits are greater than [\$2,802,476], respectively; provided further, the Maximum Amount of City Funds shall not be more than thirty-five percent (35%) of the Final Project Costs.

Furthermore, in no instance shall the total City Funds paid under this Agreement, together with any other financial assistance provided by the City to the Developer with respect to the Project, exceed thirty-five percent (35%) of the Final Project Costs,.

(c) Completion Payment.

(i) Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, upon the City's receipt of a properly completed Completion Payment Requisition Form in the form set forth in Exhibit L-1 hereto, and the issuance of the Certificate in accordance with Section 7 hereof, the City hereby agrees to pay the Developer City Funds in an amount not to exceed \$2,369,089 (the "Completion Payment") that were incurred by the Developer for TIF-Eligible Improvements.

(ii) City Funds derived from Available Incremental Taxes shall be available to pay such costs and allocated for such purposes' only so long as:

- (1) The amount of the Available Incremental Taxes is sufficient to pay for such costs; and
- (2) No Event of Default or condition for which the giving of notice or the passage of time, or both, would constitute an Event of Default exists under this Agreement.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (1) and (2) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms

and conditions of this Agreement.

(d) Issuance of City Note; Increase in Amount of Principal Balance; Interest Rate. Subject to the terms and conditions of this Agreement, the City hereby agrees to issue a City Note having a maximum principal of \$2,369,090 to the Developer on the Closing Date to reimburse Developer for the costs of certain TIF-Eligible Improvements.

The City shall, on the Closing Date and thereafter as Certificates of Expenditure are issued, set the initial principal balance and increase the principal balance of the City Note as indicated on the following schedules, subject to the maximum amount of the City Note set forth above (\$2,369,090):

Initial Balance: the dollar value of all Prior Expenditures that are TIF-Eligible Improvements.

Increases in Balance: the aggregate dollar value of all Certificates of Expenditure issued by the City in connection with the City Note that reflect Developer's TIF-Eligible Improvements incurred for the Project.

Interest on the outstanding and unpaid principal of the City Note shall accrue and compound (at the rate set forth in the City Note) commencing on the date that the Certificate is issued.

The interest rate for the City Note shall be set upon its issuance (the Closing Date) and shall not exceed the following per annum based on a 360 day year:

An annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg on the last business day prior to the date of issuance of City Note plus 125 basis points, but in no event exceeding eight and one-half percent (8.5%) per annum.

Any interest that has accrued under the City Note and remains unpaid following a scheduled payment date shall accrue interest per annum at the scheduled interest rate, but such interest on interest shall not be deemed to increase the principal of the City Note. The City Note, once issued to the Developer, is permitted to be assigned to Resurrection Health Care Corporation.

(e) Payment Obligations on City Note; Prepayment thereof allowed. Payments on the City Note, if any, shall be made once annually by the City starting on the next [March 1] to occur following the City's receipt, not later than January 1, of a properly completed City Note Payment Requisition Form in the form set forth in Exhibit L-2 hereto, along with the other documentation described therein. Developer shall not tender any City Note Payment Requisition Form to the City prior to the issuance of the Certificate.

Payments on the City Note shall continue until the City Note is fully paid or discharged, subject to the terms, conditions and limitations with respect thereto contained in the City Note and in this Agreement. Payments on the City Note shall first be applied to unpaid interest, if any, then to current interest, if any, and then to principal.

The City may pre-pay, in whole or in part, the City Note at any time, but in the sequence and priority in which it becomes payable, using any Available Incremental Taxes.

(f) Unavailability of City Funds. The City is not obligated to pay the Developer in any year in which there are no City Funds or City Funds are insufficient. If, at the end of the Term of the Agreement, any outstanding obligation of City Funds exists (the "Outstanding Amount"), the Outstanding Amount shall be forgiven in full by the Developer, and the City shall have no obligation to pay the Outstanding Amount after the end of the Term of the Agreement.

4.04 Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Eligible Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

4.05 Allocation Among Line Items. Developer may allocate or transfer its disbursements for expenses related to TIF-Eligible Improvements among other TIF-Eligible Improvements.

4.06 Cost Overruns. If the aggregate cost of the TIF-Eligible Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Eligible Improvements in excess of City Funds and of completing the Project.

4.07 Certificates of Expenditure. Certificates of Expenditure, a form of which is attached to the form of Note on Exhibit M hereto, for the purpose of increasing the principal of the City Note shall be issued by the City (provided the Developer has demonstrated the dollar value test set forth below) approximately **60** days after the Closing Date and every **90** days thereafter until the **Maximum Amount** of the City Note has been reached. The dollar value of each Certificate of Expenditure shall be set by the City and will equal the amount of Equity and Lender Financing, if any, demonstrated, to the reasonable satisfaction of the City, to have been expended by the Developer on the TIF-Eligible Improvements incurred for the Project over and above the amounts of Equity and Lender Financing that have been accounted for in all prior Certificates of Expenditure, pursuant to the preconditions set forth in the paragraphs below.

Prior to each execution of a Certificate of Expenditure by the City, the Developer shall demonstrate its progress on the Project by timely submitting to the City a request for execution of a Certificate of Expenditure, which request shall include: (i) documentation (including an owner's sworn statement) regarding Developer's then-current expenditures on TIF-Eligible Improvements and executed lien waivers for same, which documentation shall be made satisfactory to HED in its sole discretion; (ii) progress reports containing the information set forth in Section 8.07 herein, and, if required by said Section, (iii) a plan for correcting any compliance

shortfall. Delivery by the Developer to HED of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

- (a) the total amount of the request for Certificate of Expenditure represents the actual amount in TIF-Eligible Improvements paid to the General Contractor and/or subcontractors, and/or their payees;
- (b) all amounts shown as previous payments on the request for Certificate of Expenditure have been paid to the parties entitled to such payment;
- (c) the Developer has approved all work and materials referenced in the request for Certificate of Expenditure and such work and materials conform to the Plans and Specifications;
- (d) the representations and warranties contained in this Agreement are true and correct and the Developer is in compliance with all covenants contained herein;
- (e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Project which have not been cured or insured over except for the Permitted Liens; and
- (f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

The City may require the Developer to submit further documentation to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure including, but not limited to, the TIF Ordinances or this Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. City Funds are subject to being terminated or reimbursed as provided in **Section 15.02** hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to HED, and HED has approved, a Project Budget in accordance with the provisions of **Section 3.03** hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted

to HED, and HED has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer must have secured all approvals and permits required by any state, federal, or local statute, ordinance or regulation necessary to commence construction of the Project in accordance with this Agreement and has submitted evidence thereof to HED. Such approvals shall include, without limitation, all building permits from the City necessary for the Project.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing, if any, in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date, other than Permitted Liens, have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City such as the form set forth in Exhibit O hereto, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to HED, on or prior to the Closing Date, certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developers' names as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments (including bankruptcy)
Clerk of Circuit Court (Cook)	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Survey. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to HED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel; substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.04 hereof.

5.11 Financial Statements. The Developer has provided the Financial Statements to HED for the most recent fiscal year, and audited or unaudited interim financial statements.

5.12 MBE/WBE; Prevailing Wage. The Developer has provided documentation with respect to current information requested under Sections 8.07 and 8.09 herein.

5.13 Environmental. The Developer has provided HED with copies of (i) that certain phase I environmental audit completed with respect to the Property, (ii) that certain Asbestos Survey dated November 24, 2010 prepared by The Premier Companies, and (iii) any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s) and survey, authorizing the City to rely on such audits and survey, respectfully.

5.14 Corporate Documents; Economic Disclosure Statement. SMEMC and Resurrection University each has provided a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested. SMEMC and Resurrection University each has provided to the City an Economic Disclosure Statement, in the City's then current form, dated or recertified as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and HED a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 General Contractor and Subcontractors. The City has approved the Developer's selection of _____, a [STATE][ENTITY TYPE], as the General Contractor. The Developer shall submit copies of the Construction Contract to HED in accordance with **Section 6.02** below. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by HED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to complete the Project in accordance with **Section 6.01** above, for HED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as **Exhibit P** hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of **Section 10** hereof.

6.05 Other Provisions. In addition to the requirements of this **Section 6**, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to **Section 3.04** (Change Orders), **Section 8.09** (Prevailing Wage), **Section 10.01(e)** (Employment Opportunity), **Section 10.02** (City Resident Employment Requirement), **Section 10.03** (MBE/WBE Requirements, as applicable), **Section 12** (Insurance) and **Section 14.01** (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Eligible Improvements shall be provided to HED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate Concerning Completion of Rehabilitation.

(a) Upon (i) satisfaction of the conditions set forth in **Section 7.01(c)** hereof, and (ii) the Developer's written request (which shall include a final Project Budget detailing the total actual cost of the construction of the Project (the "**Final Project Cost**")), HED shall issue to the Developer a Certificate of Completion of Rehabilitation (the "**Certificate**") in recordable form certifying that all obligations to complete the Project have been fulfilled by the Developer in accordance with the terms of this Agreement.

(b) HED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Developer acknowledges that the City will not issue a Certificate of Completion until all of the following conditions have been met:

(i) the Developer has given the City written notification that construction of the Project, including all of the TIF-Eligible Improvements, has been completed;

(ii) the Developer has provided HED with evidence acceptable to HED showing that the Developer has completed the Project in compliance with the Plans and Specifications and all building permit requirements, including without limitation, receipt of all required certificate(s) of occupancy for the Project;

(iii) the Developer has provided HED with documentation acceptable to HED that the Jobs Covenant set forth in Section 8.06(b)(i) has been met;

(iv) the City's monitoring unit has determined in writing that the Developer is in complete compliance with all requirements of Section 8.09 (Prevailing Wage) and Section 10 (Employment Obligations). If there is a lack of compliance with Section 10.02 (City Resident Employment) and such lack of compliance has resulted in payment of the penalty set forth in such section, then full payment of such penalty amount shall be deemed to constitute compliance with Section 10.02 hereof for purposes of this Section 7.01(c); and

(v) the Developer has provided documentation acceptable to HED showing expenditures to comply with Section 8.22 (LEED Certification). If there is a lack of approval of the Developer's LEED submission, and such lack of approval (A) is the sole requirement not met for issuance of the Certificate of Completion by HED pursuant to this Agreement, and (B) has not resulted in any reduction of funds in order to complete the Project in accordance with the scope of work approved by the City in accordance with Sections 3.02 and 3.04 hereof, then HED, may, but shall not be obligated to, in the HED Commissioner's sole discretion, issue the Certificate of Completion; and

(vi) the Developer has provided documentation acceptable to HED showing that the Project is serving as a fully functioning nursing and other healthcare related higher education facility which is accredited by the Illinois Board of Higher Education.

7.02 Effect of Issuance of Final Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project and the fulfillment of the other obligations set forth in Section 7.01 hereof, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be

construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.01(j), 8.01(k), 8.02, 8.06, 8.19, 8.20, 8.22 and 8.23 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided that, upon the issuance of a Certificate, the covenants set forth in Sections 8.02 and 8.22 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the rights and remedies set forth in Section 15.02 hereof.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired and that the Developer is released from its obligations under this Agreement.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) **SMEMC and Resurrection University** are each now, and for the Term of the Agreement shall remain, an Illinois not for profit corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each of **SMEMC and Resurrection University** has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate the Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, **SMEMC** shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, approvals, certificates and consents (including, without limitation, appropriate environmental approvals) and accreditations necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer to HED's satisfaction, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) Except as may be permitted under the Master Indenture, the Developer shall not do any of the following prior to the Ten Year Anniversary without the prior written consent of HED (and after the Ten Year Anniversary until the expiration of the Term of the Agreement without notice to HED): (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey or otherwise dispose of all or substantially all of its assets or any portion of the Facility (including but not limited to any fixtures or equipment now or hereafter attached thereto) except any sale, transfer, or conveyance to Resurrection Health Care Corporation or between SMEMC and Resurrection University shall require only prior written notice to the City; (3) lease any portion of the Facility for which the Developer has received City Funds except the lease by SMEMC to Resurrection University for operation of the Project as a nursing and other healthcare higher education facility is deemed consented to; (4) enter into any transaction outside the ordinary course of the Developer's business which would impair Developer's ability to perform under this Agreement; (5) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity which would impair Developer's ability to perform under this Agreement; (6) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; or (7) convert the Project to a use not set forth in Recital D hereof;

(k) Except as may be permitted under the Master Indenture, the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing, if any, disclosed in the Project Budget; and

(l) the Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City;

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

(n) the Developer shall not use for Religious Purposes any portion of the Facility which has been improved by work paid for with City Funds.

8.02 Covenant to Redevelop. Upon HED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment of) the TIF-Eligible Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Eligible Improvements (the "TIF Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense,

cooperate and provide reasonable assistance in connection with the marketing of any such TIF Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Jobs and Operational Covenants.

(a) **Operating Covenant:** From the first day of its receipt of a partial occupancy permit involving any portion of the Project, and continuing for the Term of this Agreement, the Developer hereby covenants and agrees to continuously occupy and operate the Project for the uses set forth in Recital D hereof.

(b) **Jobs Covenant.** The Developer shall adhere to the following job relocation, creation and retention standards (collectively the "Jobs Covenant"):

(i) Prior to the date the Developer requests the City to issue the Certificate under Section 7.01, Resurrection University shall employ at least 50 FTE positions at the Project;

(ii) From the date of issuance of the Certificate and at all times throughout the Term of the Agreement, the number of FTE positions at the Project pursuant to Section 8.06(b)(i) above shall be at least 50 FTE jobs;

(iii) Prior to the second anniversary of the issuance of the Certificate and from such date until the Ten Year Anniversary, at least 15 new FTE positions shall be created and maintained at the Project.

Throughout the Term of the Agreement, the Developer shall submit to HED annual certified Jobs Certificates (in substantially the form set forth in Exhibit F hereto) disclosing compliance with the Jobs Covenant to HED. These Jobs Certificates shall be submitted to HED with the Annual Compliance Report; provided, however, if the Annual Compliance Report submission date is after February 1, then the Jobs Certificate shall be submitted prior to February 1 for the prior calendar year. The Jobs Certificate shall include the names and titles of FTEs employed at the Project as of the end of the prior calendar year and documentation sufficient to support, to HED's satisfaction, each position as either newly created or relocated from within or outside the City.

(c) **Covenants Run with the Land.** The covenants set forth in this Section 8.06 shall run with the Property and be binding upon any transferee of the Property.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Unless a different schedule is required elsewhere in this Agreement, such reports shall be delivered to the City quarterly until the Project is fully completed. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner

in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.09.**

8.10 Arms-Length Transactions. Unless HED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Eligible Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to HED Financial Statements for the fiscal year ended **2010** and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of **Section 12** hereof.

8.15 Non-Governmental Charges. (a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures

that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify HED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related hereto.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing; however, if this Agreement is not recorded first, then a Subordination Agreement, in a form acceptable to the City such as the form set forth in Exhibit O hereto, shall be executed on or prior to the Closing Date and

recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to HED of the Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(A) the Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or

releasing any obligation or liability of the Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20 Public Benefits Program. The Developer shall undertake the Public Benefits program set forth on Exhibit N, attached hereto and made a part hereof.

8.21 Loss of Accreditation. Developer covenants that, during the Term of this Agreement, Resurrection University shall not fail to maintain its accreditations. Notwithstanding anything in this Agreement to the contrary, the Developer shall be afforded a cure period for any default under this Section 8.21 equal to that period offered to Developer by the relevant accrediting body for the cure of the actual or potential loss of such accreditation certificate.

8.22 LEED Certification. The Developer covenants and agrees to obtain LEED Certification for the Project and satisfy all green building requirements for commercial interiors.

8.23 Annual Compliance Report. The Developer shall provide to HED an Annual Compliance Report consisting of (a) a letter from the Developer itemizing all ongoing requirements including references to all the relevant Sections of this Agreement, and (b) sufficient documentation and certifications, to the satisfaction of HED, to evidence that all ongoing requirements have been satisfied during the preceding reporting period (which HED shall have the right, but not the obligation, to audit compliance with to determine the sufficiency of such Annual Compliance Report). The Annual Compliance Report shall be submitted each year on the yearly anniversary of the issuance of the Certificate of Completion (each such year being a "Reporting Period"). Failure by the Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof. The covenants contained in this Section 8.23 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this **Section 9** or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating at the Project (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction or occupation of the Project:

(a) **No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance").** Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the

responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

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

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least **50** percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

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

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years

after final acceptance of the work constituting the Project.

At the direction of HED, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned

Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of HED.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person

directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement and Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. coverages shall include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury,

and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the General Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, General Contractor shall provide, or cause to be provided with respect to the operations that the General Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the General Contractor undertakes any construction, including improvements, betterments, and/or repairs, the General Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee or Mortgagee, as applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under

this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term of the Agreement

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named as a Loss Payee or Mortgagee, as applicable.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named as a Loss Payee or Mortgagee, as applicable.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original certificates of insurance evidencing the required coverage to be in force on the date of this Agreement, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming

insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer and General Contractor.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within this Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under this Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not

such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay **General Contractors**, subcontractors or materialmen in connection with the **TIF-Eligible Improvements** or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or.

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this **Section 13.01** shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, **General Contractors'** and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events,

subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

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

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

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

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

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation (except as permitted pursuant to Section 8.01(j) hereof), of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

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

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

(i) the dissolution of the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer that is not dismissed within thirty (30) days, or the indictment of the Developer for any crime (other than a misdemeanor).

15.02 Remedies. Upon the occurrence of an Event of Default pursuant to Section 15.01 (and after the expiration of all applicable cure periods pursuant to Section 15.03 hereof), the City has the following rights (but is not obligated):

(a) to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) to complete those TIF-Eligible Improvements that are public improvements and to pay for the costs of TIF-Eligible Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Eligible Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Eligible Improvements in excess of the available City Funds;

(c) to seek reimbursement of the City Funds from the Developer;

(d) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief, the recovery of City Funds already disbursed to Developer, or the specific performance of the agreements contained herein.

15.03 Cure Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that the cure period under this Section 15.03 does not apply with respect to any failure to comply with the accreditation requirements of Section 8.21 hereof.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages securing the Master Indenture) and are referred to herein as the "Existing Mortgages." Any

mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate of completion pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED, which consent shall not be unreasonably withheld.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) teletype or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

With Copies To: City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

If to the Developer: Resurrection University
c/o Resurrection Health Care Corporation
7435 West Talcott Avenue
Chicago, IL 60631
Attention: _____, [TITLE]

With Copies To: [TO BE PROVIDED]

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than 90 days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law

principles.

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

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, HED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. Except as otherwise permitted in **Section 8.01(j)** hereof, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to **Section 8.24 (Survival of Covenants)** hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other acts of God beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act,

the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of the State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

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

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer 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 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) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

SAINTS MARY AND ELIZABETH MEDICAL CENTER, an Illinois not for profit corporation

By: _____
Name: _____
Its: _____

RESURRECTION UNIVERSITY, an Illinois not for profit corporation

By: _____
Name: _____
Its: _____

CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Housing and Economic Development

By: _____
Andrew J. Mooney
Commissioner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Resurrection University, an Illinois not-for-profit corporation (the "Corporation"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Corporation, as his/her free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 20__.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her 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 _____, 20__.

Notary Public

My Commission Expires_____

[SEAL]

EXHIBIT A
REDEVELOPMENT AREA

[See Attached]

Exhibit "C".
(To Ordinance)

Legal Description.

All that part of the south half of Sections 35 and 36 in Township 40 North, Range 13 East of the Third Principal Meridian, and the west half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, and the west half of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, and of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the south line of West North Avenue with the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the easterly extension of the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 48 being also the south line of the aliey south of West North Avenue; thence west along said easterly extension and the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the northwesterly line of said Lot 48; thence southwesterly along said northwesterly line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the west line of said Lot 48, said west line of Lot 48 being also the east line of the aliey east of North Western Avenue; thence south along said east line of the aliey east of North Western Avenue to the north line of West Le Moyne Street; thence east along said north line of West Le Moyne Street to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the south line of West Hirsch Street; thence west along said south line of West Hirsch Street to the west line of Lot 1 in Watson's Subdivision of Block 12 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the aliey east of North Western Avenue; thence south along said east line of the aliey east of North Western Avenue to the north line of West Potomac Avenue; thence east along said north line of West Potomac Avenue to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the easterly extension of the north line of Lot 13 in Block 2 of E. A. Cummings and Company's Subdivision of Block 2 in the subdivision of Block 4 and Lots 1 to 6 and 12 to 32 of Block 5 of Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 13 being also the south line of West Haddon Avenue; thence west along said easterly extension and the south line of West Haddon

Avenue to the southerly extension of the east line of Lot 1 in Bernhard Loeff's Resubdivision of Lots 26 to 42, both inclusive, of Mc Creery's Subdivision of the north half of the northeast quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 1 in Bernhard Loeff's Resubdivision to the north line of said Lot 1, said north line of Lot 1 being also the south line of the aliey south of West Division Street; thence west along said south line of the aliey south of West Division Street and along the westerly extension thereof to the west line of North Campbeli Avenue; thence north along said west line of North Campbeli Avenue to the north line of Lot 8 in the resubdivision of the subdivision of one acre in the northeast corner of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and of Lot "A" in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lot 8 being also the south line of the alley south of West Division Street; thence west along said north line of Lot 8 to the west line of said Lot 8; thence south along said west line of aforesaid Lot 8 to the easterly extension of the north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago being also the south line of the aliey south of West Division Street; thence west along said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago to the west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago; thence south along said west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago to the north line of Lots 11 through 18, inclusive, in said Gross' Humboldt Park Addition to Chicago, said north line of Lots 11 through 18, inclusive, being also the south line of the aliey south of West Division Street; thence west along said north line of Lots 11 through 18, inclusive, in Gross' Humboldt Park Addition to Chicago and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 4 in Gross' Third Humboldt Park Addition to Chicago, a subdivision of the east 100 feet of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; and also the east 15 feet of Lot 1 and 42 in Block 1, and the east 15 feet of Lots 1 and 42 in Block 4 in Wetherbee and Gregory's Subdivision of the north half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except the east 100 feet of said tract), and also the west 15 feet of the east

10,015 feet of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 4 being also the south line of the aliey south of West Division Street; thence west along said south line of the aliey south of West Division Street to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the south line of West Division Street; thence east along said south line of West Division Street to the east line of North California Avenue; thence north along said east line of North California Avenue to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the northerly extension of the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said west line of Lot 16 being also the east line of the alley east of North California Avenue; thence south along said northerly extension and the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the southwesterly line of said Lot 16; thence southeasterly along said southwesterly line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the south line of said Lot 16, said south line of Lot 16 being also the north line of the aliey north of West Division Street; thence east along said north line of the alley north of West Division Street to the east line of Lot 12 in said Block 7 of Humboldt Park Residence Association's Subdivision; thence north along said east line of Lot 12 in Block 7 of Humboldt Park Residence Association's Subdivision and along the northerly extension thereof to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the east line of North Washtenaw Avenue; thence south along said east line of North Washtenaw Avenue to the south line of Lot 24 in Block 8 of aforesaid Humboldt Park Residence Association's Subdivision, said south line of Lot 24 being also the north line of the aliey north of West Division Street; thence east along said north line of the aliey north of West Division Street to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 34 being also the north line of the open public alley north of West Division Street; thence east along said westerly extension and the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision to the east line of said Lot 34, said east line of Lot 34 being also the west line of the aliey west of North Western Avenue; thence north along said west line of the aliey west of North Western Avenue to the northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence northwesterly along said northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision to the north line of said Lot 12, said north

line of Lot 12 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue and along the westerly extension thereof to the west line of North Rockwell Street; thence north along said west line of North Rockwell Street to the north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision to the northwest corner of said Lot 6; thence westerly along a straight line to the northeast corner of Lot 43 in said Block 1 of H. M. Thompson's Subdivision; thence west along the north line of said Lot 43 in Block 1 of H. M. Thompson's Subdivision to the east line of North Talinan Avenue; thence west along a straight line to the northeast corner of Lot 6 in Block 2 of said H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 6 in Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof and along the north line of Lot 43 in said Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Washtenaw Avenue; thence south along said west line of North Washtenaw Avenue to the north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision, said north line of the south 0.5 feet of Lot 9 being also the south line of the alley south of West North Avenue; thence west along said north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the west line of said Lot 9, said west line of Lot 9 being also the east line of the alley west of North Washtenaw Avenue; thence south along said west line of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 39 in said Block 3 of H. M. Thompson's Subdivision; thence west along said easterly extension and the north line of said Lot 39 in Block 3 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Fairfield Avenue; thence north along said west line of North Fairfield Avenue to the north line of Lot 1 in the Resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley east of North California Avenue; thence south along said west line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision to the east line of North California Avenue; thence north along said east line of North

California Avenue and along the northerly extension thereof to the north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and along the north line of the northwest quarter of said Section 1 to the southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 18 being also the west line of North Troy Street; thence north along said southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision to the north line of West North Avenue; thence west along said north line of West North Avenue to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the south line of West Pierce Avenue; thence west along said south line of West Pierce Avenue to the southerly extension of the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago in the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the aliey west of North Kedzie Avenue; thence north along said southerly extension and the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago to the northeasterly line of said Lot 11; thence northwesterly along said northeasterly line of Lot 11 to the north line of said Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago, said north line of Lot 11 being also the south line of the alley south of West North Avenue; thence west along said south line of the alley south of West North Avenue to the east line of Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 12 being also the west line of the alley west of North Monticelio Avenue; thence north along the northerly extension of said east line of Lot 12 in Block 2 of the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian to the centerline of the vacated aliey lying north of and adjoining said Lot 12; thence west along said centerline of the vacated aliey lying north of and adjoining Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, to the east line of North Lawndale Avenue; thence south along said east line of North Lawndale Avenue to the easterly extension of the north line of Lot 30 in Block 4 of Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 30 being also the south line of the aliey south of West North Avenue; thence west along said easterly extension and the north line of Lot 30 in Block 4 of Beebe's Subdivision and along the westerly extension thereof, to the easterly line of the Chicago,

Milwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way to the south line of Lot 13 in Block 6 in the subdivision of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian and except the railroad), said south line of Lot 13 being also the north line of the alley north of West North Avenue; thence west along said north line of the alley north of West North Avenue to the east line of North Troy Avenue; thence south along said east line of North Troy Avenue to the centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the east line of said vacated alley; thence north along said east line of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the westerly extension of the south line of Lot 17 in said Block 6 of Johnston and Cox's Subdivision, said south line of Lot 17 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Humboldt Boulevard; thence south along said west line of North Humboldt Boulevard to the north line of West North Avenue; thence east along said north line of West North Avenue to the east line of North Humboldt Boulevard; thence north along said east line of North Humboldt Boulevard to the south line of Lot 16 in Block 13 of Hansbrough and Hess Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 16 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and the easterly extension thereof to the east line of North California Avenue; thence south along said east line of North California Avenue to the south line of Lot 77 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 77 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Washtenaw Avenue; thence north along said west line of North Washtenaw Avenue to the westerly extension of the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1; thence east along said westerly extension and the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1 and along the easterly extension thereof and along the north line of the south 0.5 feet of Lot 7 in said Young and Talbott's Subdivision and along the easterly extension thereof to the east line of North Talman Avenue; thence south along said east line of North Talman Avenue to the

south line of Lot 15 in Goodrich and Young's Subdivision of Lots 4, 5 and 6 in Block 1 of Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 15 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and along the easterly extension thereof to the east line of North Western Avenue; thence north along said east line of North Western Avenue to the north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division to the east line of said Lot 17; thence south along said east line of Lots 17 and 18 in the subdivision of Lot 4 of the Assessor's Division to the north line of the parcel of property bearing Permanent Index Number 14-31-326-065; thence east along said north line of the parcel of property bearing Permanent Index Number 14-31-326-065 and along the easterly extension thereof to the west line of Lot 41 in J. N. Mason's Subdivision of the west part of Lot 5 and the south 33 feet of Lot 3 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, said west line of Lot 41 being also the east line of the alley east of North Western Avenue; thence south along said east line of the alley east of North Western Avenue to the south line of Lot 41 in said J. N. Mason's Subdivision, said south line of Lot 41 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the point of beginning at the south line of West North Avenue.

Exhibit "D".
(To Ordinance)

Street Boundaries Of The Area.

The Area consists of one hundred thirty-eight (138) acres and generally includes both sides of West North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending west to North Oakley Boulevard between West Le Moyne Street and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley Avenue and North Mozart Street.

Exhibit "E"
(To Ordinance)

Map Of Area.

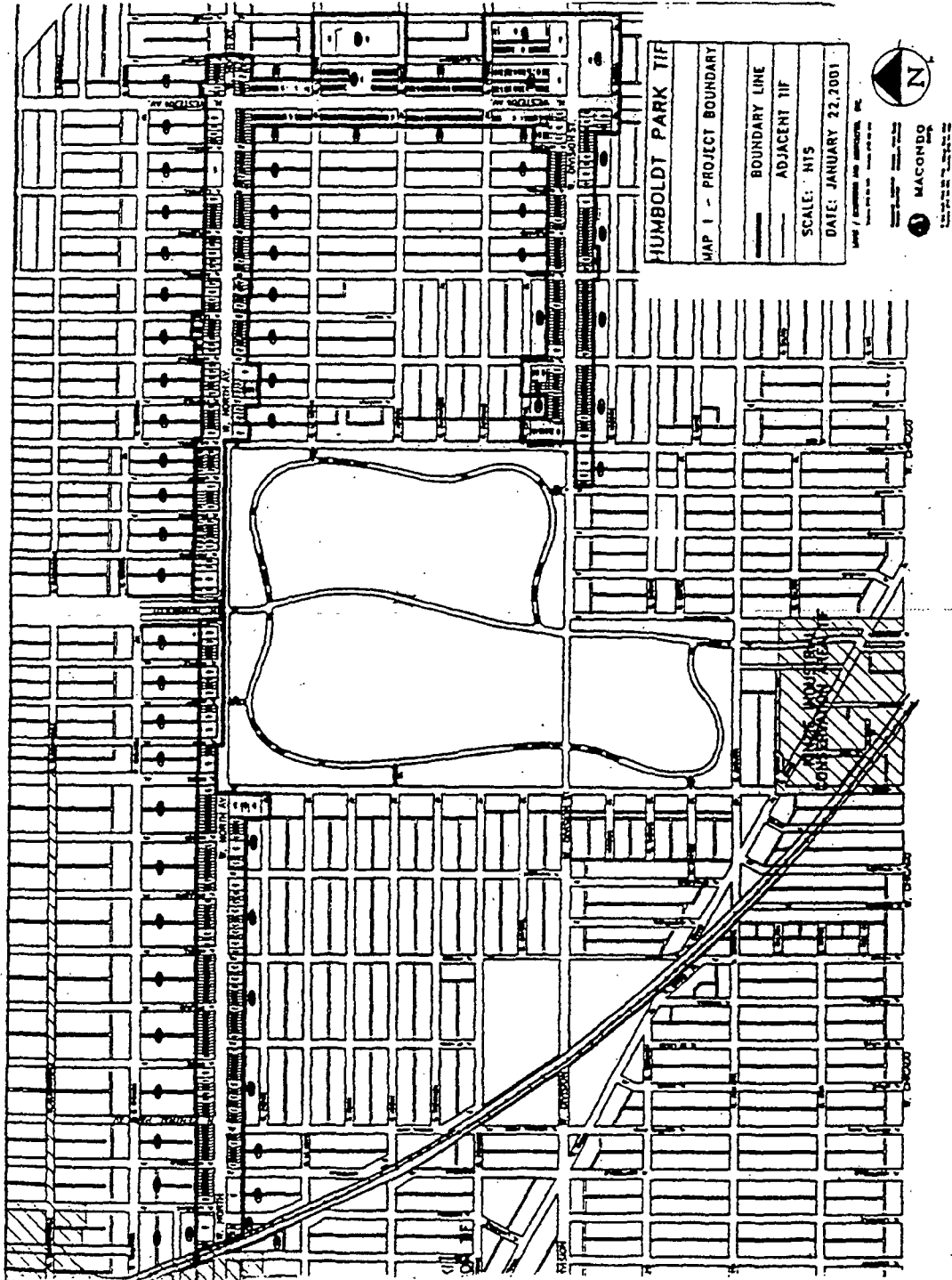


EXHIBIT B
PROPERTY

PARCEL 1:

BLOCK 6 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID BLOCK 6 THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCK 6 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 6, AFORESAID, BEING THE INTERSECTION OF THE SOUTH LINE OF WEST LEMOYNE STREET WITH THE EAST LINE OF NORTH CLAREMONT AVENUE AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 6, BEING ALSO THE EAST LINE OF NORTH CLAREMONT AVENUE, A DISTANCE OF 105.19 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO SAID WEST LINE OF BLOCK 6, A DISTANCE OF 189.49 FEET; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL WITH SAID WEST LINE OF BLOCK 6, A DISTANCE OF 41.07 FEET; TO AN INTERSECTION WITH A STRAIGHT LINE WHICH IS PERPENDICULAR TO THE EAST LINE OF SAID BLOCK 6, AT A POINT 147.10 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 76.52 FEET TO THE AFORESAID POINT ON SAID EAST LINE OF BLOCK 6, THENCE NORTH ALONG SAID EAST LINE OF BLOCK 6, BEING ALSO THE WEST LINE OF NORTH OAKLEY AVENUE, SAID DISTANCE OF 147.10 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 6 AND THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 6, BEING ALSO THE SOUTH LINE OF WEST LEMOYNE STREET, A DISTANCE OF 265.98 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 24, BOTH INCLUSIVE, AND LOTS 26 TO 48, BOTH INCLUSIVE, ALL IN BLOCK 5 (EXCEPTING FROM SAID LOTS 26 TO 48, THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6, AFORESAID, TAKEN FOR WIDENING OF NORTH WESTERN AVENUE), TOGETHER WITH THE 16 FOOT VACATED ALLEY WHICH LIES EAST OF AND ADJOINING SAID LOTS 26 TO 48 AND WEST OF AND ADJOINING SAID LOTS 1 TO 23, ALL IN H. B. BOGUE'S SUBDIVISION OF BLOCKS 1, 2, 4 AND 5 IN WATSON, TOWER AND DAVIS' SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM LOTS 10 THROUGH 15, THE NORTH 1/2 OF LOT 16 AND THE 16.0 FOOT ALLEY LYING WEST OF AND ADJACENT TO SAID LOTS 10 THROUGH 15 AND THE NORTH 1/2 OF LOT 16), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS IN FAVOR OF PARCELS 1 THROUGH 2 AS CREATED BY THE DECLARATION OF EASEMENTS AND COVENANTS MADE BY SAINTS MARY AND ELIZABETH MEDICAL CENTER MAY 27, 2010 AS DOCUMENT NUMBER 1014710023, EASEMENT PURPOSES AS SET FORTH THEREIN, OVER THE TRACT OF LAND DESCRIBED IN EXHIBIT B TO SUCH DECLARATION OF EASEMENTS AND COVENANTS.

EXHIBIT C

TIF-ELIGIBLE IMPROVEMENTS

[See Attached]*

* Notwithstanding the total of TIF-Eligible Improvements shown here, the assistance to be provided by the City is limited to the Maximum Amount of City Funds calculated pursuant to Section 4.03 herein.

RESURRECTION UNIVERSITY**Budget of TIF-Eligible Expenses**

*Preliminary, Subject to Change

BUILDING REHABILITATION & RELOCATION COSTS	Amount [1]	TIF Eligible [2]
Hard Costs		
General Requirements	\$ 368,087	\$ 328,150
Site Construction	\$ 890,886	\$ 794,225
Metals	\$ 44,400	\$ 39,583
Wood & Plastic	\$ 191,920	\$ 171,097
Thermal & Moisture Protection	\$ 3,880	\$ 7,917
Doors & Windows	\$ 104,074	\$ 92,782
Finishes	\$ 779,693	\$ 695,096
Conveying Systems	\$ 555,000	\$ 494,783
Mechanical	\$ 1,762,347	\$ 1,571,132
Electrical	\$ 1,126,650	\$ 1,004,408
Contingency	\$ 1,417,666	\$ 1,263,849
Subtotal: Hard Costs	\$ 7,249,602	\$ 6,463,021
Soft Costs		
Other Building Construction	\$ 100,000	\$ 100,000
Development / Testing	\$ 10,000	\$ 10,000
Architect's Fees	\$ 1,232,791	\$ 1,232,791
Other Professional Fees	\$ 250,000	\$ 250,000
Permits	\$ -	\$ -
Contingency	\$ 103,390	\$ 103,390
Subtotal: Soft Costs	\$ 1,695,181	\$ 1,696,181
Furniture, Fixtures & Equipment Costs		
Specialties	\$ 131,369	\$ -
Equipment	\$ 616,661	\$ -
Furnishings	\$ 419,563	\$ -
Special Construction	\$ 88,800	\$ -
Subtotal: FF&E Costs	\$ 1,256,392	\$ -
Relocation Costs	\$ 475,000	\$ 475,000
TOTAL BUILDING REHABILITATION COSTS	\$ 10,677,176	\$ 8,634,201
PARKING STRUCTURE REHABILITATION COSTS		
Hard Costs		
General Requirements	\$ 70,185	\$ 62,570
Concrete	\$ 395,876	\$ 352,923
Masonry	\$ 6,753	\$ 6,021
Thermal & Moisture Protection	\$ 216,930	\$ 193,393
Doors & Windows	\$ 16,882	\$ 15,050
Finishes	\$ 139,277	\$ 124,166
Mechanical	\$ 144,339	\$ 128,678
Electrical	\$ 50,645	\$ 45,150
Contingency	\$ 208,177	\$ 185,590
Subtotal: Hard Costs	\$ 1,249,064	\$ 1,113,541
Soft Costs		
Architect's Fees	\$ 95,230	\$ 95,230
Utility Operational Changes	\$ 10,000	\$ 10,000
Permits	\$ 40,000	\$ -
Contingency	\$ 7,262	\$ 7,262
Subtotal: Soft Costs	\$ 152,492	\$ 112,492
TOTAL PARKING STRUCTURE REHAB COSTS	\$ 1,401,556	\$ 1,226,033
SURFACE PARKING LOT COSTS		
Hard Costs		
General Requirements	\$ 87,968	\$ -
Site Construction [3]	\$ 685,560	\$ 366,112
Concrete	\$ 55,978	\$ -
Special Construction	\$ 87,968	\$ -
Electrical	\$ 95,964	\$ -
Contingency [4]	\$ 202,688	\$ 61,019
Subtotal: Hard Costs	\$ 1,216,125	\$ 427,131
Soft Costs [4]		
Development / Testing	\$ 20,000	\$ 7,024
Architect's Fees	\$ 171,236	\$ 60,142
Permits	\$ 40,000	\$ -
Contingency	\$ 11,562	\$ 4,061
Subtotal: Soft Costs	\$ 242,798	\$ 71,227
TOTAL SURFACE PARKING LOT COSTS	\$ 1,458,923	\$ 498,358
TOTAL DEVELOPMENT BUDGET	\$ 13,537,654	\$ 10,358,592

[1] Includes an allowance for insurance fees at 10.85% on all hard cost line-items.

[2] Excludes insurance fees.

[3] TIF-eligible hard costs include site prep and underground stormwater management.

[4] TIF-eligible costs for contingency and all soft costs are calculated as a pro-rata share of site prep and stormwater management costs associated with the surface parking lot

EXHIBIT D

HUMBOLDT PARK COMMERCIAL REDEVELOPMENT PLAN

[See Attached]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

*Exhibit "A".
(To Ordinance)*

City Of Chicago

Humboldt Park Commercial Redevelopment Project Area

Tax Increment Finance Program

Redevelopment Plan And Project.

I.

Introduction.

Louik/Schneider & Associates, Inc., Macondo Corp. and The Lambert Group have been retained by the City of Chicago ("City") to develop a Redevelopment Plan and Project of the proposed redevelopment area known as Humboldt Park Commercial Redevelopment Project Area in Chicago, Illinois ("Redevelopment Project Area"). The Redevelopment Project Area is well suited for a variety of commercial, residential and institutional uses.

The Redevelopment Project Area is located in the City, approximately three (3) miles northwest of the central business district in the Humboldt Park and West Town community areas. It is irregularly shaped and generally includes both sides of North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending east to North Oakley Boulevard between West Le Moyne Street and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley Boulevard and North Mozart Street. The Redevelopment Project Area is primarily surrounded by residential uses with some commercial and light industrial (see Map 2 -- Existing Land-Use). The Redevelopment Project Area is adjacent to the eastern boundary of the Pulaski Street Industrial Corridor Tax Increment Financing Redevelopment Plan and Project. The Redevelopment Project Area contains the main commercial arterial access within the community, which is West North Avenue on the north, North Western Avenue on the east and West Division Street on the south.

The purpose of the Humboldt Park Commercial Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project ("Plan") is to establish a mechanism to allow for the planning, financing and implementation of development of commercial, institutional (e.g. police department, fire department and library), residential uses, rehabilitation of commercial uses, and public improvements including open space and streetscape beautification projects.

This Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of Louik/Schneider & Associates, Inc., Macondo Corp. and The Lambert Group. The City is entitled to rely on the findings and conclusions of this Plan in designating the Redevelopment Project Area as a Redevelopment Project Area under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). Louik/Schneider & Associates, Inc. has prepared this Plan and the related Eligibility Study with the understanding that the City would rely: 1) on the findings and conclusions of the Plan and the related Eligibility Study in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Plan, and 2) on the fact that Louik/Schneider & Associates, Inc. has obtained the necessary information so that the Plan and the related Eligibility Study will comply with the Act.

II.

Tax Increment Financing Redevelopment Project Area.

The Redevelopment Project Area is located on the northwest side of the City in the Humboldt Park and West Town community areas. The one hundred thirty-eight (138) acre Redevelopment Project Area is irregularly shaped and generally includes both sides of West North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending east to North Oakley between West Le Moyne and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley and North Mozart Street. The Redevelopment Project Area is primarily commercial with residential and light industrial uses. The Redevelopment Project Area contains the main commercial arterial access within the community, which is West North Avenue on the north, North Western Avenue on the east and West Division Street on the south.

The legal description of the Redevelopment Project Area boundaries was prepared by Chicago Guarantee Survey Co. and is attached to this Plan as Exhibit 1 -- Legal

Description. West Division Street and West North Avenue provide eastern and western access to surrounding neighborhoods as well as a direct entrance to the Kennedy Expressway (I-90/94) to the east. North Western Avenue provides northern and southern access to surrounding neighborhoods as well as entrance to north- and southbound I-90/94 on the north, and direct entrance to the Eisenhower Expressway (I-290) to the south.

The Redevelopment Project Area is situated within one half (½) mile of the Hermosa station on the Metra Milwaukee District west suburban commuter rail line that runs between Elgin and downtown Chicago.

Convenient east- and westbound Chicago Transit Authority bus service is available on Route Number 72 North and Route Number 70 Division. North- and southbound bus service is available on Route Number 52 Kedzie-California, Route Number 82 Kimball-Homan and Route Number 42 Western. The Redevelopment Project Area is also located approximately one-half (½) mile from the C.T.A. Blue Line's Damen and Western stations and approximately one (1) mile from the C.T.A. Green Line's California and Kedzie stations.

A. Existing Conditions And Land-Use.

The Redevelopment Project Area is especially well suited to commercial development, but is also well situated for certain residential and institutional developments (see (Sub)Exhibit 4 -- Map 2 -- Existing Land-Use). The Redevelopment Project Area's close proximity to good local and regional transportation networks makes the Area accessible to shoppers and residents of both the Humboldt Park community and surrounding neighborhoods.

The current condition of the Redevelopment Project Area is one of underutilization and deterioration. Underutilized and poorly maintained buildings line a majority of the West Division Street corridor between North Mozart Street and North Western Avenue. Vacant lots and deteriorated sidewalks and street fixtures are also present. Strip-mall style shopping centers that do not conform to the original streetscape are common on this portion of West Division Street as well as in other sections of the Redevelopment Project Area.

The North Western Avenue corridor from West Potomac Avenue to West North Avenue has many of the same issues that are evident along West Division Street. Deteriorated commercial and residential buildings and the proliferation of unsightly automobile dealerships and other automobile-related businesses limit commercial diversification and create traffic congestion. Many of the poorly maintained automobile-related businesses prevent North Western Avenue from forming a cohesive commercial center by stunting any type of pedestrian flow from storefront

to storefront and have been found to be a source of significant amounts of debris and litter that detract from the overall aesthetic of the corridor.

The east side of North Western Avenue maintains two (2) significant institutional uses: Saint Elizabeth's Hospital, located between West Le Moyne Street and West Hirsch Street, and Roberto Clemente High School, located between West Potomac Avenue and North Division Street. Across the street from Roberto Clemente High School, on the west side of North Western Avenue, is the Chicago Fire Department Engine Company 57.

The section of the Redevelopment Project Area that runs west along West North Avenue from North Western Avenue to North Mozart Street is a blend of various commercial buildings with retail and office uses on the street level and residential uses above the first (1st) floor. Buildings and public infrastructure show increasing signs of deterioration and neglect. The Area's buildings also have numerous vacancies on the upper floors. The area from North Mozart Street west to North Troy Street is a mixture of residential and commercial uses. North Troy Street to the end of the Redevelopment Project Area on North Lawndale Avenue is primarily commercial property with second (2nd) and third (3rd) floor residential uses.

B. Area History.

The Redevelopment Project Area is a subsection of the greater Humboldt Park and West Town community areas located on the near northwest side of Chicago. The two (2) community areas share part of Chicago's rich history and cultural heritage. While the two (2) communities are integral parts of the fabric that forms Chicago, it is evident that the peaks of both were in the earlier quarter of the 20th century. Since the Twenties, the Humboldt Park and West Town community areas have steadily declined in businesses, industry and population.

Much of West Town was annexed to the City in 1837, with the remaining portions annexed in the 1860s. Centers of industry revolved around the neighborhood rail yards and the factories built along the north branch of the Chicago River. With this industry came the influx of a diverse ethnic workforce that established residence throughout West Town.

Most of the Humboldt Park area was annexed to the City in 1869, the same year that saw the two hundred seven (207) acre park named after Alexander von Humboldt established. Germans and Scandinavians comprised most of the early settlers in what was then primarily farmland and prairie. The aftermath of the 1871 Chicago Fire brought a new wave of working-class settlers attracted by the inexpensive housing built just outside of the City's fire code limits. The annexation of the town of Jefferson in 1889 completed the incorporation of the present area into

the City.

The Humboldt Park Area has had a significant industrial component from the beginning, developing mostly along the railroad lines at the area's northern, southern and western boundaries. Primary retail shopping areas have concentrated along West North Avenue, North Western Avenue and West Division Street.

The community has experienced to varying degrees the strains associated with high population turnover. Among the major concerns of community residents are the quality of area schools, increased gang activity, maintaining police relations, safety and security, and the quality of other City services and housing stock.

The local churches, some of the most stable and strong institutions in the community, have been at the forefront of organizing service delivery programs. Enthusiastic support for the school reform movement has brought together a broad cross section of the neighborhood's residents and increased parental involvement in the local schools.

Humboldt Park has a strong history of activism, evidenced by the number of community organizations that are actively helping to rehabilitate housing for low- and moderate-income residents; providing assistance in securing mortgages and loans for current homeowners or residents who want to buy; and organizing job training, adult education, and safety and youth programs.

C. Commercial Redevelopment Area.

In 1999, the Community Development Commission designated the Humboldt Park Redevelopment Area, a larger area that is generally bounded by the northern alley of West North Avenue on the north, West Division Street and West Augusta Boulevard on the south, North Western Avenue on the east, and North Central Park Avenue on the west as the Humboldt Park Redevelopment Area. This larger area encompasses the Redevelopment Project Area that is the subject of this Plan. The basis for the Humboldt Park Redevelopment Plan is set forth in Chapter 2-124-010(e) of the Chicago Municipal Code which defines a Redevelopment Plan as a "comprehensive program for the clearing or rehabilitation and the physical development of a redevelopment area". The Humboldt Park Redevelopment Plan encourages existing business owners and residents to seek financial assistance in order to rehabilitate, repair and maintain their properties. It also encourages developers to achieve quality designs that are both functional and aesthetically significant.

This Plan is intended to serve as a tool to implement the goals and objectives identified in the Humboldt Park Redevelopment Plan, dated January 12, 1999. The

earlier plan was a result of the input, vision and hard work of community residents and served as a guide for the Humboldt Park Commercial Plan described herein.

D. Zoning Characteristics.

The Redevelopment Project Area is primarily zoned business, commercial and institutional. Permitted zoning uses for the Redevelopment Project Area include business districts zoned B3-3, B5-2, B4-2, B4-3, commercial districts zoned C1-1, C1-2, C1-3, C2-2, C3-1 and Institutional Planned Developments Number 94 and Number 12.

E. Tax Increment Allocation Redevelopment Act.

An analysis of conditions within the Redevelopment Project Area indicates that it is appropriate for designation as a Redevelopment Project Area under the Act. The Redevelopment Project Area is characterized by conditions that warrant its designation as a "Conservation Area" within the definitions set forth in the Act.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project", to redevelop blighted and conservation areas by pledging the incremental tax revenues generated by public and private redevelopment. These incremental tax revenues are used to pay for costs that are required to stimulate private investment in new redevelopment and rehabilitation, or to reimburse private developers for eligible costs incurred in connection with an approved development. Municipalities may issue obligations to be repaid from the stream of real property tax increment revenues that is generated within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed valuation ("E.A.V.") or the certified base E.A.V. for all taxable real estate located within the Redevelopment Project Area and the current year E.A.V.. The E.A.V. is the assessed value of the property multiplied by the state multiplier. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

This Plan has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Plan also specifically describes the Redevelopment Project Area. This area meets the eligibility requirements of the Act (see (Sub)Exhibit 3 -- Humboldt Park Commercial Area Tax Increment Finance Program -- Eligibility Study). After approval of the Plan, the City Council may then formally designate the Redevelopment Project Area.

The purpose of this Plan is to ensure that new redevelopment occurs:

1. on a coordinated rather than a piecemeal basis to ensure that land-use, vehicular access, parking, service and urban design systems will meet modern-day urban planning principles and standards;
2. on a reasonable, comprehensive and integrated basis to ensure that blighting area factors are eliminated; and
3. within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government.

Regardless of when the Plan is adopted, it will include land uses that have been approved by the Chicago Plan Commission.

There has been some private investment in the Redevelopment Project Area over the last five (5) years. However, the potential and amount of commercial growth and investment within the area has been limited. The adoption of the Plan will make possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area, an area that cannot reasonably be anticipated to develop without the adoption of this Plan. Public investments will create the appropriate environment to attract the level of private investment required for rebuilding the Redevelopment Project Area.

Successful implementation of the Plan requires that the City take advantage of the real estate tax increment revenues attributed to the Redevelopment Project Area as provided in accordance with the Act.

III.

Redevelopment Project Area Goals And Objectives.

Comprehensive goals and objectives are included in this Plan to guide the decisions and activities that will be undertaken to facilitate the redevelopment of the Redevelopment Project Area. In order to rehabilitate the Redevelopment Project Area in a planned manner, established goals are necessary. Many of them can be achieved through the effective use of local, state and Federal mechanisms. These goals and objectives generally reflect the following plans and programs:

- Humboldt Park Redevelopment Plan and Designation Report, January 12, 1999.
- Humboldt Park Commercial Land-Use Plan, June 1996.

The following goals are meant to guide the development and/or the review of all future projects that will be undertaken in the Redevelopment Project Area.

General Goals.

1. Promote the rehabilitation of existing structures and new construction where appropriate throughout the Redevelopment Project Area.
2. Promote affordable and mixed-income rental and for-sale residential development and mixed-use residential/commercial development.
3. Promote, to the extent practicable and feasible, a restaurant row with a predominant cuisine along West Division Street.
4. Facilltate the development of design objectives and unified streetscape improvements throughout the Redevelopment Project Area.
5. Create an environment within the Redevelopment Project Area that will contribute to the health, safety and general welfare of the City and that will generate revenue for the Redevelopment Project Area.
6. Strengthen the economic well-being of the Redevelopment Project Area and the City by enhancing the value of properties and the local tax base.
7. Encourage the participation of minorities and women in the redevelopment process of the Redevelopment Project Area.

Actions.

1. Encourage maintenance, restoration and reuse of existing structures, to the maximum extent feasible.
2. Provide for mixed-income residential redevelopment and rehabilitation.
3. Provide sufficient off-street parking to accommodate new and existing area residents, institutions and commercial redevelopment.
4. Provide necessary right-of-way improvements or adjustments to facilitate and improve traffic flow, and for coordination of development.
5. Reduce or eliminate those conditions that qualify the Redevelopment Project Area as a Conservation Area.
6. Encourage private investment in the rehabilitation of commercial (retail/office) and residential developments, where appropriate.
7. Provide needed incentives to encourage a broad range of improvements for both the rehabilitation of existing buildings and new development.
8. Provide public and private infrastructure and streetscape improvements and other assistance necessary to promote commercial, residential and open space development in the Redevelopment Project Area.
9. Use City and private programs and strategies to market the Redevelopment Project Area to appropriate businesses or developers.
10. Encourage the implementation of City programs for the rehabilitation of residential and commercial uses (e.g. Small Business Improvement Fund, Neighborhood Improvement Program).

Design Objectives.

Although overall goals and redevelopment objectives are important in the redevelopment process, the inclusion of design guidelines is necessary to ensure that redevelopment activities result in an attractive and functional environment. The following design objectives give a generalized approach to specific redevelopment projects:

1. Encourage coordinated development of parcels and structures that addresses building design and off-street parking, and is integrated both functionally and aesthetically with adjacent and nearby existing developments.
2. Ensure safe and functional circulation patterns, adequate ingress and egress, and capacity for pedestrians and vehicles.
3. Ensure improvement in public ways that encourages neighborhood usage of commercial and retail establishments, the enhancement of transit facilities and a pedestrian-friendly environment.
4. Encourage high standards of building rehabilitation, including facade restoration, storefront merchandising, awning and entryways, and streetscape design to ensure the quality appearance of buildings, rights-of-way and open spaces.
5. Encourage a variety of streetscape amenities, including such items as sidewalk/street planters, flower boxes, plazas, a variety of tree species and ornamental iron fences where appropriate.

IV.

Conservation Area Conditions In The Redevelopment Project Area.

A. Illinois Tax Increment Act.

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a Blighted Area, a Conservation Area (or a combination of the two), or an Industrial Park Conservation Area.

As set forth in the Act, a "Conservation Area" is any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors is detrimental to public safety, health, morals or welfare, and could become a blighted area:

1. Dliapidation.
2. Obsolescence.
3. Deterioration.
4. Presence of structures below minimum code standards.
5. llegal use of individual structures.
6. Excessive vacancies.
7. Lack of ventliation, light or sanitary facilities.
8. Inadequate utilities.
9. Excessive land coverage and overcrowding of structures and community facilities.
10. Deleterious land-use or layout.
11. Necessity of environmental clean-up.
12. Lack of community planning;
13. E.A.V. comparison.

The Act further states that the eligiblity factors must be (i) present to a meaningful extent, with that presence documented, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (li) reasonably distributed throughout the redevelopment project area.

Comprehensive exterior surveys of the seventy hundred thirty (730) parcels of the Study Area were conducted by Macondo Corp.. Analysis of each of the Conservation Area eligiblity factors contained in the Act was conducted in order to determine its presence. The exterior surveys examined not only the condition and use of bulidings but also conditions of streets, sidewalks, curbs, gutters, lighting, vacant land, underutilized land, parking facilities, landscaping, fences and walis, and general maintenance. In addition, an analysis was conducted of existing site coverage and parking, land uses, zoning and their relationship to the surrounding area. A block-by-block analysis of the sixty-two (62) blocks was conducted by Macondo Corp. to identify the eligibility factors and their degree of presence.

Based upon surveys, site inspections, research and analysis by Louik/Schneider & Associates, Inc., Macondo Corp. and The Lambert Group, the Redevelopment Project Area qualifies as a Conservation Area as defined by the Act. A separate report, entitled *City of Chicago Humboldt Park Commercial Tax Increment Finance Program – Eligibility Study* and dated January 2001 (the “Eligibility Study”), is attached as (Sub)Exhibit 3 to this Plan and describes in detail the surveys and analyses undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a Conservation Area.

B. Conservation Area Eligibility Factors.

The Redevelopment Project Area is characterized by the presence of six (6) Conservation Area eligibility factors in addition to age as listed in the Act. Summarized below are the findings of the Eligibility Report.

Age.

Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years.

Major Extent.

1. Obsolescence.

Obsolescence is defined in the Act as “the condition or process of falling into disuse”.

Obsolescent structures have become ill-suited for the original use.

2. Deterioration.

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring major treatment or repair. The Act defines deterioration with respect to buildings as “defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia”.

3. Presence Of Structures Below Minimum Code.

Structures below minimum code standards, as stated in the Act, include “all

structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes”.

4. Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.

Excessive land coverage and overcrowding of structures and community facilities is defined by the Act as “the over-intensive use of property and the crowding of buildings and accessory facilities onto a site”.

5. Deleterious Land-Use Or Layout.

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses that may be considered noxious, offensive or unsuitable.

Minor Extent.

1. Dilapidation.

Dilapidation is referred to in the Act as “an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed”.

The conclusion of the consultant team is that the number, degree and distribution of Conservation Area eligibility factors as documented in this report warrant the designation of the Redevelopment Project Area as a Conservation Area as set forth in the Act. Specifically:

- Of the thirteen (13) eligibility factors for a Conservation Area set forth in the Act in addition to age, five (5) are present to a major extent and one (1) is present to a minor extent. Only three (3) are necessary for designation as a Conservation Area.

- The Conservation Area eligibility factors that are present are reasonably distributed throughout the Redevelopment Project Area.
- The Redevelopment Project Area is not yet a blighted area, but because of the factors described in this report, the Redevelopment Project Area may become a blighted area.

The eligibility findings indicate that the Redevelopment Project Area contains factors that qualify it as a Conservation Area in need of revitalization, and that designation as a redevelopment project area will contribute to the long-term well-being of the City.

Additional research indicates that the Redevelopment Project Area has not benefited from growth and development as a result of investments by private enterprise, and will not be developed without action by the City.

Specifically, the total number of building permits recently requested for new construction and major renovation is lower than could be reasonably expected in an area of economic health. From January, 1995 to September, 2000, only fifty-two (52) permits for new construction or renovation were issued in an area with seven hundred thirty (730) parcels (seven percent (7%)). Of these, only six (6) were for the construction of new buildings, while the others were for the building of garages six (6), structural additions five (5), and renovations forty-one (41). These limited improvements have stimulated neither private investment nor economic growth within or around the Redevelopment Project Area. Significantly, during the same six (6) years, seven (7) permits were issued for demolition (see (Sub)Exhibit 1 -- Building and Demolition Permit Requests).

From this data, together with the other eligibility factors, it can be reasonably concluded that the Redevelopment Project Area (i) has not been subject to growth through private investment, and (ii) will not be developed without municipal leadership. Adoption of the Redevelopment Plan and Project is necessary to halt deterioration of the Redevelopment Project Area.

The conclusions presented in this report are those of the consulting team. The local governing body should review this report and, if satisfied with the summary of findings contained herein, adopt a resolution that the Redevelopment Project Area qualifies as a Conservation Area, and make this report a part of the public record. The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc., and Macondo Corp.. The surveys, research and analysis conducted include:

1. exterior surveys of the conditions and use of the Redevelopment Project Area;
2. field surveys of environmental conditions, including streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. comparison of current land uses to current zoning ordinance and current zoning maps;
4. historical analysis of site uses and users;
5. analysis of original and current platting and building size layout;
6. review of previously prepared plans, studies and data;
7. analysis of building permits and building code violations from January 1995 to September 2000 (as provided by the Department of Buildings) for all parcels in the Redevelopment Project Area; and
8. evaluation of the E.A.V.s. in the Redevelopment Project Area from 1995 to 1999.

The Redevelopment Project Area qualifies as an improved Conservation Area and is therefore eligible for Tax Increment Financing under the Act.

V.

Humboldt Park Commercial Redevelopment Project.

The Redevelopment Project is outlined in the following sections: General Land-Use Plan, Redevelopment Plan and Project and all of its components.

A. General Land-Use Plan.

The proposed land uses for the Redevelopment Project Area reflect the goals and objectives previously identified. Map 3 -- Proposed Land-Use identifies the uses that will be supported by the City's T.I.F. Plan. The major land-use categories for the Redevelopment Project Area include institutional and mixed-use (commercial/residential/institutional). The proposed mixed-use allows for

commercial, residential and institutional uses to exist independently or in combination. Mixed-use development will provide uses more compatible with surrounding residential uses, service private and public needs of the surrounding community, and increase the viability of the area as a whole.

The Chicago Plan Commission must approve this Plan and the proposed land uses described herein prior to its adoption by the City Council. The proposed land uses and a discussion of the rationale supporting their determination are as follows:

Institutional.

Institutional land uses include property utilized by educational institutions, churches and publicly owned facilities. Existing institutional land uses include: Clemente High School, the Fire Department Engine Company 57, the Humboldt Park Branch Library and Saint Elizabeth Hospital. The proposed institutional land uses reflect current institutional uses and suggests the expansion of the Humboldt Park Branch Library.

Mixed-Use Commercial/Residential/Institutional.

The proposed mixed-use commercial/residential/institutional land-use allows for any of the uses to be employed independently or in combination. This mixed-use land category allows for a variety of future development opportunities to occur in response to community needs.

B. Redevelopment Plan And Project.

The purpose of this Plan is to create a planning and programming mechanism that provides a financial vehicle to allow for the redevelopment of properties within the Redevelopment Project Area. The Plan contains specific redevelopment objectives addressing both private actions and public improvements that will assist the overall redevelopment of the Redevelopment Project Area. Implementation of the Plan will be undertaken in phases and will help to eliminate those existing conditions that make the Redevelopment Project Area susceptible to blight.

To address private investment and public improvements, the following redevelopment strategies are recommended:

- Encourage rehabilitation and new construction where appropriate.
- Encourage reconfiguration and assemblage of land to create sites with sufficient sizes for today's neighborhood retail needs.
- Provide buffering of adjacent residential areas from commercial uses with aesthetic screening, landscaping and fences.
- Provide visual continuity and a retail identity through a coordinated streetscape improvement program -- trees, street planters, banners, benches and other street furniture that will improve the physical setting of the community and enhance the area's image and safety.
- Provide marketing materials for the area to promote it to a wide range of brokers, developers and tenants as a vital retail location.

The Plan for the Redevelopment Project Area incorporates the use of tax increment funds to stimulate and stabilize the Redevelopment Project Area through the planning and programming of public and private improvements. The Plan's underlying strategy is to use tax increment financing, as well as other funding sources, to reinforce and encourage further private investment. The City may enter into redevelopment agreements, which will generally provide for the City to grant funding for activities permitted by the Act. The funds for these improvements will come from the incremental increase in tax revenues generated from the Redevelopment Project Area, or the City's possible issuance of bonds to be repaid from the incremental taxes. A developer may be responsible for site improvements and may further be required to build any agreed-upon improvements needed for the project. Under a redevelopment agreement, the developer may also be reimbursed from incremental tax revenues (to the extent permitted by the Act) for all or a portion of eligible costs.

C. Estimated Redevelopment Project Activities And Costs.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking certain activities and incurring certain costs. Such activities may include some or all of those listed below:

1. Analysis, Administration, Studies, Legal, et cetera. Funds may be used by the City to provide for activities including the long-term management of the Redevelopment Project as well as the costs of establishing the program and designing its components. Funds may be used by the City

to provide for costs of studies; surveys; development of plans and specifications; marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors; and implementation and administration of the Plan, including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, environmental or other services (provided, however, that no charges for professional services may be based on a percentage of the tax increment collected).

2. **Assemblage Of Sites/Site Preparation.** To meet the goals and objectives of this Plan, the City may acquire and assemble property throughout the Redevelopment Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication to the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power under the Act to acquire real property, including the exercise of the power of eminent domain, in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Plan.

The Humboldt Park Redevelopment Area established City authority to acquire and assemble property (see Map 4 -- Humboldt Park Redevelopment Area). Such acquisition and assembly under that authority is consistent with this Plan. Nothing in this Plan shall be deemed to limit or adversely affect the authority of the City under the Humboldt Park Redevelopment Area Plan to acquire and assemble property. Accordingly, incremental property taxes from the Redevelopment Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Humboldt Park Redevelopment Area Plan.

3. **Rehabilitation Costs.** The costs for rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements including but not limited to provision of facade

improvements for the purpose of improving the facades of privately held properties, may be funded.

4. Provision Of Public Improvements And Facilities. Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
 - a. Provision of streets, public rights-of-way and public transit facilities.
 - b. Provision of utilities necessary to serve redevelopment.
 - c. Public landscaping.
 - d. Public landscape/buffer improvements, street lighting and general beautification improvements.
 - e. Public facilities and buildings.
 - f. Public parks and open space.
5. Job Training And Related Educational Programs. Funds may be used by the City for programs to be created for Chicago residents so that they may take advantage of the employment opportunities in the Redevelopment Project Area.
6. Financing Costs. Financing costs may be funded, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto.
7. Capital Costs. To the extent the City, by written agreement, accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Project and Plan may be funded. This category may also include reimbursement of capital costs of taxing districts affected by the redevelopment of the Redevelopment Project Area, as permitted by the Act.

8. Provision For Relocation Costs. Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City. In the event that the implementation of the Redevelopment Plan results in the removal of residential housing units in the Redevelopment Project Area occupied by low-income households or very low-income households, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder (including eligibility criteria). Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that the alternative affordable housing is located in or near the Redevelopment Project Area.

As used in the above paragraph, "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Redevelopment Plan, these statutory terms are defined as follows: (a) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D."), for purposes of Section 8 of the United States Housing Act of 1937; (b) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and (c) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income as stated for such households by H.U.D.

Funds may be provided for the costs of the construction of public works or improvements consistent with the Act, including the costs of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or a different use requiring private investment.

9. Payment In Lieu Of Taxes. These will be provided in accordance with the Act.
10. Costs Of Job Training. Funds may be provided for costs, incurred by one (1) or more taxing districts, of job training, advanced vocational education, "welfare to work" programs implemented by businesses located within the Redevelopment Project Area; or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment; provided that such costs a) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by companies located in the Redevelopment Project Area, and b) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act (as defined in the Act) and to school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code (as defined in the Act).
11. Interest Costs. Funds may be provided to developers or redevelopers for a portion of interest costs incurred in the construction of a redevelopment project. Interest costs incurred by a developer or redeveloper related to the construction, renovation or rehabilitation of a redevelopment project may be funded provided that:
 - a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b) such payments in any one (1) year do not exceed thirty percent (30%) of the annual interest costs incurred by the developer or the redeveloper with regard to the redevelopment project during that year;

- c) if there are not sufficient funds available in the special tax allocation fund to make the payment described in this paragraph, then the amounts due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d) the total of such interest payments paid pursuant to the Act does not exceed thirty percent (30%) of the total of costs paid or incurred by the developer or redeveloper for the redevelopment project plus Redevelopment Project Costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
 - e) up to seventy-five percent (75%) of the interest cost incurred by a redeveloper is for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
12. New Construction Costs. Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible Redevelopment Project Cost.
13. Redevelopment And Other Agreements. The City may enter into redevelopment agreements with private developers or redevelopers, which may include but not be limited to terms of sale, lease or conveyance of land, requirements for site improvements, public improvements, job training and interest subsidies. In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements. In addition, the City may enter into intergovernmental agreements with public entities to construct, rehabilitate, renovate or restore public improvements.
14. Affordable Housing. Funds may be provided for up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

In addition, the City requires that developers who receive tax increment revenues for market-rate housing set aside a minimum of twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means that the affordable for-sale

units should be priced at a level that is affordable to persons earning no more than one hundred twenty percent (120%) of the area median income, and affordable rental units should be affordable to persons earning no more than eighty percent (80%) of the area median income.

15. Day Care Services. Funds may be provided for day care services for Children of employees from low-income families working for businesses located within the Redevelopment Project Area, and all or a portion of the cost of operation of day care centers established by Redevelopment Project Area businesses to serve employees from low-income families working in businesses located in the Redevelopment Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by H.U.D.
16. Schools. An elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act.

To undertake these activities, redevelopment project Costs will be incurred. "Redevelopment Project Costs" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan pursuant to the Act.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 1235/0.01, et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Redevelopment Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

The City may incur Redevelopment Project Costs, which are paid from the funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The estimated Redevelopment Project Costs are shown in Table 1. The total Redevelopment Project Costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Plan. The Redevelopment Project Costs represent estimated amounts and do not represent actual City commitments or expenditures.

Table 1 -- Estimated Redevelopment Project Costs represents those eligible project costs pursuant to the Act. These upper limit expenditures are potential costs to be expended over the maximum twenty-three (23) year life of the Redevelopment Project Area. These funds are subject to the amount of projects and incremental tax revenues generated and the City's willingness to fund proposed projects on a project-by-project basis.

Table 1.

Estimated Redevelopment Project Costs.

Program/Action/Improvements	Estimated Costs*
1. Property Assembly: acquisition, site preparation and demolition, and environmental remediation	\$ 5,000,000
2. Public Work and Improvements: streets and utilities, parks and open space, public facilities (school and other public facilities) ⁽¹⁾	8,000,000
3. Relocation	2,000,000
4. Rehabilitation of Existing Structures, Leasehold Improvements, Affordable Housing Construction and Rehabilitation Cost	16,000,000
5. Job Training, Retraining, Welfare-to-Work	2,000,000
6. Interest	2,500,000

* Exclusive of capitalized interest, issuance costs and other financing costs.

(1) This category may also include paying for reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts affected by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

Program/Action/Improvements	Estimated Costs*
7. Professional Services: studies, surveys, plans and specifications, administrative costs relating to redevelopment plan, architectural, engineering, legal, marketing, financial, planning or other services	\$ 1,500,000
8. Day Care Services	3,000,000
TOTAL REDEVELOPMENT COSTS ⁽²⁾⁽³⁾	\$40,000,000

D. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for Redevelopment Project Costs are to be derived principally from tax increment revenues and proceeds from municipal obligations, which may be secured by tax increment revenues created under the Act. There may be other sources of funds that the City may elect to use to pay for Redevelopment Project Costs or other obligations issued to pay for such costs. These sources include, but are not limited to, state and federal grants, developer contributions and land disposition proceeds generated from the Redevelopment Project Area.

* Exclusive of capitalized interest, issuance costs and other financing costs.

(2) Total Redevelopment Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Project Costs.

(3) The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area that are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.

Additional funding from other sources such as federal, state, county or local grant funds may be used to supplement the City's ability to finance Redevelopment Project Costs identified above.

The tax increment revenue that may be used to secure municipal obligations or pay for eligible Redevelopment Project Costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributed to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the certified E.A.V. base of each such property in the Redevelopment Project Area. Without the adoption of the Plan and the use of such tax incremental revenues, it is not reasonable to expect the Redevelopment Project Area would be developed.

In the future, the Redevelopment Project Area may be contiguous to, or separated only by a public right-of-way from other Redevelopment Project Areas created under the Act. The City may use net incremental property taxes received from the Redevelopment Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous Redevelopment Project Areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Redevelopment Project Area made available to support such contiguous Redevelopment Project Areas, or those separated orliiy by a public right-of-way, when added to ali amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area, shali not at any time exceed the total Redevelopment Project Costs described in this Plan.

The Redevelopment Project Area may become contiguous to, or separated only by a public right-of-way from, Redevelopment Project Areas created under the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1, et seq. If the City finds the goals, objectives and financial success of such contiguous Redevelopment Project Areas or those separated only by a public right-of-way are interdependent with those of the Redevelopment Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Plan that net revenues from the Redevelopment Project Area be made avaiable to support any such Redevelopment Project Areas, and vice versa. The City therefore proposes to use net incremental revenues received from the Redevelopment Project Area to pay eligible Redevelopment Project Costs (which are elligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Redevelopment Project Area, and such areas. The amount of revenue from the Redevelopment Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area or other areas as described in the preceding paragraph, shali not at any time exceed the total Redevelopment Project Costs described in this Plan.

E. Issuance Of Obligations.

To finance Redevelopment Project Costs pursuant to Section 11-74.4-7, the City may issue general obligation bonds or obligations secured by the anticipated tax increment revenue generated within the Redevelopment Project Area, or the City may permit the use of guarantees, deposits and other forms of security made available by private sector developers to secure such obligations. In addition, the City may pledge toward payment of such obligations any part or any combination of the following: 1) net revenues of all or part of any redevelopment project; 2) taxes levied and collected on any or all property in the City; 3) a mortgage on part or all of the Redevelopment Project Area.

All obligations issued by the City to finance Redevelopment Project Costs shall be retired no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Redevelopment Project Area is adopted (by December 31, 2025). The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31st of the year in which the payment to the City Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Redevelopment Project Area is adopted (by December 31, 2025). Also, the final maturity date of any such obligations issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more series of obligations may be sold at one (1) or more times in order to implement this Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying Redevelopment Project Costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, mandatory or optional redemptions, and for reserves and bond sinking funds and, to the extent that real property tax increment is not needed for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

F. Most Recent Equalized Assessed Valuation Of Properties.

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the Redevelopment Project Area is to provide an estimate of the initial E.A.V. which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Redevelopment Project Area. The 1999 E.A.V. of all taxable parcels in the Redevelopment Project Area is approximately Thirty-two Million Two Hundred Sixty-nine Thousand Four Hundred Eighty-five Dollars (\$32,269,485). This total E.A.V. amount, by Permanent Index Number, is summarized in Table 2. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in the Redevelopment Project Area will be calculated by Cook County. If the 2000 E.A.V. shall become available prior to the date of the adoption of the Redevelopment Plan by the City Council, the City may update the Redevelopment Plan by replacing the 1999 E.A.V. with the 2000 E.A.V. without further City Council action.

G. Anticipated Equalized Assessed Valuation.

The estimated E.A.V. of real property within the Redevelopment Project Area, by the year 2008 (when it is estimated that the Redevelopment Project, based on current information, will be constructed and fully assessed), is anticipated to be between Fifty-eight Million Dollars (\$58,000,000) and Sixty-two Million Dollars (\$62,000,000). These estimates are based on several key assumptions, including: 1) all currently projected development will be constructed and occupied by 2009; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Plan; 3) the most recent State Multiplier of 2.2505 as applied to 1999 assessed values will remain unchanged; 4) for the duration of the Redevelopment Project Area, the tax rate for the entire area is assumed to be the same and will remain unchanged from the 1999 level; and 5) growth from reassessments of existing properties in the Redevelopment Project Area will be at a rate of two and five-tenths percent (2.5%) per year with a reassessment every three (3) years. Although development in the Redevelopment Project Area could occur after 2009, it is not possible to estimate with accuracy the effect of such future development on the E.A.V. for the Redevelopment Project Area. In addition, as described in Section N of the Plan, Phasing and Scheduling of Redevelopment, public improvements and the expenditure of Redevelopment Project Costs may be necessary in furtherance of the Plan throughout the period that the Plan is in effect.

H. Lack Of Growth And Development.

As described in Section IV -- Conservation Area Conditions, the Redevelopment Project Area is adversely impacted by the presence of numerous factors, and these factors are reasonably distributed throughout the Redevelopment Project Area. Due to continued existence of the factors referenced above, the Redevelopment Project Area has not been subject to growth and development from private investment, and will not be developed without action by the City.

Specifically, the total number of building permits recently requested for new construction and major renovation is lower than could be reasonably expected in an area of economic health. From January, 1995 to September, 2000, only fifty-two (52) pennits for new construction or renovation were issued in an area with seven hundred thirty (730) parcels (seven percent (7%)). Of these, only six (6) were for the construction of new buildings, while the others were for the building of garages (six (6)), structural additions (five (5)), and renovations (forty-one (41)). These limited improvements have stimulated neither private investment nor economic growth within or around the Redevelopment Project Area. Significantly, during the same six (6) years, seven (7) permits were issued for demolltion (see Exhibit 1 -- Building and Demolltion Pennit Requests).

From this data, together with the other ellgibility factors, it can be reasonably concluded that the Redevelopment Project Area (i) has not been subject to growth through private investment, and (ii) will not be developed without municipally led leadership. - Adoption of the Redevelopment Plan and Project is necessary to halt deterioration of the Redevelopment Project Area.

I. Financial Impact Of The Redevelopment Project.

Without the adoption of this Plan and tax increment financing, it is not reasonable to expect the Redevelopment Project Area would be redeveloped by private enterprise. There is a real prospect that the Conservation Area conditions will continue and spread, and the maintenance and improvement of existing buildings and sites in the surrounding area will suffer. The possible erosion of the assessed value of property, which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment, could lead to a reduction of real estate tax revenue to all taxing districts. The implementation of the Plan may enhance the values of properties within and adjacent to the Redevelopment Project Area.

Subsections A, B and C of Section V of this Plan describe the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will

be staged with various developments taking place over a period of years. If the Redevelopment Project is successful, various new private projects will assist in alleviating the blighting conditions, which caused the Redevelopment Project Area to qualify as a Conservation Area under the Act.

The Redevelopment Project is expected to have minor financial impact on the taxing districts affected by the Plan. During the period when tax increment financing is used in furtherance of this Plan, real estate tax increment revenues (from the increases in E.A.V. over and above the Certified Base E.A.V. established at the time of adoption of this Plan) will be used to pay eligible Redevelopment Project Costs for the Redevelopment Project Area. Incremental revenues will not be available to these taxing districts during this period. When the Redevelopment Project Area is no longer in place, distribution of tax revenues will resume to all taxing districts located within the Redevelopment Project Area.

J. Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Project Area (see Map 5 -- Schools and Parks):

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago. This district provides the main trunk lines for the collection of wastewater from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board Of Education Of The City Of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operation of educational facilities and the provision of educational services for kindergarten through twelfth (12th) grade. Clemente High School is located within the Redevelopment Project Area. With the addition of improved and new residential

facilities, it is assumed that there will be an increase in attendance throughout the duration of this Tax Increment Financing District.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreational programs. There are no parks located within the Redevelopment Project Area, however, Humboldt Park is located directly adjacent to the Redevelopment Project Area boundaries.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including police and fire protection, capital improvements and maintenance, water supply and distribution, sanitation service, building, housing and zoning codes, et cetera.

The Act requires an assessment of any financial impact of the Redevelopment Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impact or increased demand. The City intends to monitor development in the Redevelopment Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

The proposed Redevelopment Plan and Project involves the rehabilitation of existing commercial and/or residential buildings and possibly the construction of new commercial and residential developments. Therefore, as discussed below, the financial burden of the Redevelopment Plan and Project on taxing districts is expected to be moderate.

In addition to the major taxing districts summarized above, the City of Chicago Library Fund had taxing jurisdiction over part or all of the Redevelopment Project Area. The City of Chicago Library Fund (formerly a separate taxing district from the City) no longer extends taxing but continues to exist for the purpose of receiving delinquent taxes.

Impact Of The Redevelopment Project.

The commercial and residential rehabilitation may increase the demand for services and/or capital improvements to be provided by the Chicago Board of Education, the Metropolitan Water Reclamation District, the Chicago Park District and the City. The estimated nature of these increased demands for services on these taxing districts is described below.

Chicago Board Of Education. The commercial/residential rehabilitation may increase demand for the educational services and the number of schools provided by the Chicago Board of Education. The only school in the Redevelopment Project Area is Clemente High School, which is currently fifty-seven percent (57%) occupied. Based on information provided by the Chicago Board of Education, Clemente High School can accommodate one thousand three hundred seventy-three (1,373) additional students. The City will monitor residential development, with the cooperation of the Chicago Board of Education, to ensure that any increase in demand for services or future improvements will be addressed (see Map 4 -- Schools and Parks).

Metropolitan Water Reclamation District Of Greater Chicago. The commercial/residential rehabilitation should not substantially increase the demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

Chicago Park District. The commercial/residential rehabilitation should not increase the need for additional parks. There is no park within the Redevelopment Project Area, although Humboldt Park is adjacent to its boundary. The City intends to monitor development with the cooperation of the Chicago Park District to ensure that any increase in the demand for services or future improvements will be adequately addressed (see Map 4 -- Schools and Parks).

City of Chicago. The commercial/residential rehabilitation should not increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, et cetera. It is expected that the appropriate City departments for the services and programs maintained and operated by the City can adequately address any increase in demand.

K. Program To Address Financial And Service Impacts.

The complete scale and amount of development in the Redevelopment Project Area cannot be predicted with complete certainty, and the demand for services provided by the affected taxing districts cannot be quantified. As a result, the City has not developed, at present, a specific plan to address the impact of the Redevelopment Project on taxing districts.

As indicated in Section V, Subsection C and Table 1 of the Appendix, Estimated Redevelopment Project Costs, the City may provide public improvements and facilities to service the Redevelopment Project Area. Potential public improvements and facilities provided by the City may mitigate some of the additional service and capital demands placed on taxing districts as a result of the implementation of this Redevelopment Project.

L. Provision For Amending Action Plan.

The Humboldt Park Commercial Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

M. Fair Employment Practices, Affirmative Action Plan And Prevailing Wage Agreement.

The City is committed to and will implement the following principles with respect to the Redevelopment Project Area:

1. The assurance of equal opportunity in all personnel and employment actions with respect to the Redevelopment Project, including but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
2. Redevelopers must meet City standards for participation of twenty-five percent (25%) Minority Business Enterprises and five percent (5%) Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in Redevelopment Agreements.
3. This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. Redevelopers must meet City standards for the prevailing wage rate as ascertained by the Illinois Department of Labor for all construction employees.

N. Phasing And Scheduling Of Redevelopment.

A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that while this Plan is in effect for the Redevelopment Project Area, numerous public/private improvements and developments can be expected to take place. The specific time frame and financial investment will be staged in a timely manner. Development within the Redevelopment Project Area intended to be used for housing and commercial purposes will be staged consistently with the funding and construction

of infrastructure improvements, and private sector interest in new industrial facilities. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The Redevelopment Project shall be completed, and all obligations issued to finance Redevelopment Project Costs shall be retired, no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Redevelopment Project Area is adopted (by December 31, 2025).

O. Housing Impact Study.

As set forth in the Act, "if the redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment plan".

The Redevelopment Project Area contains five hundred sixty-nine (569) inhabited residential units. The Redevelopment Plan provides that some areas within the Redevelopment Project Area be redeveloped, which may result in displacement of ten (10) or more inhabited residential units.

The results of the housing impact study section are described in a separate report that presents the factual information required by the Act. The report, prepared by Louik/Schneider & Associates, and Macondo Corp., its subconsultant, is entitled Humboldt Park Commercial Housing Impact Study, and is attached as (Sub)Exhibit 4 to this Redevelopment Plan.

[Table 1 referred to in this Humboldt Park Commercial Redevelopment Plan and Project printed on page 62164 of this Journal.]

[Table 2 referred to in this Humboldt Park Commercial Redevelopment Plan and Project is printed on pages 62122 through 62130 of this Journal.]

[(Sub)Exhibit 1 referred to in this Humboldt Park Commercial Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 62185 through 62191 of this Journal.]

[(Sub)Exhibit 2 (Maps 1, 2, 3, 4 and 5) referred to in this Humboldt Park Commercial Redevelopment Plan and Project are printed on pages 62131 through 62135 of this Journal.]

(Sub)Exhibits 3 and 4 referred to in this Humboldt Park Commercial Redevelopment Plan and Project read as follows:

(Sub)Exhibit 3.
(To Humboldt Park Commercial Tax Increment
Redevelopment Plan And Project)

City Of Chicago

Humboldt Park Commercial

Tax Increment Finance Program

Eligibility Study

January, 2001.

I.

Introduction.

Louik/Schneider & Associates, Inc. has been retained by the City of Chicago ("City") to conduct an independent initial study and survey of the proposed redevelopment area known as Humboldt Park Commercial Area, Chicago, Illinois (hereafter referred to as the "Study Area"). The purpose of this study is to determine

whether the sixty-one (61) blocks of the Study Area qualify for designation as a "Conservation Area" for the purpose of establishing a tax increment financing district, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").

This report summarizes the analyses and findings of the consultants' work, which is the responsibility of Louik/Schneider & Associates, Inc., and its subconsultants -- Macondo Corp. and The Lambert Group. Louik/Schneider & Associates, Inc.'s subconsultants have provided assistance in preparing the following information: field surveys were conducted by Macondo Corp.; taxpayer and E.A.V. information was collected by The Lambert Group; owner of record and delinquency was collected by The Lambert Group; and maps, surveys and legal description were prepared by Macondo Corp.

Louik/Schneider & Associates, Inc. has prepared this report with the understanding that the City would rely 1) on the findings and conclusions of this report in proceeding with the designation of the Study Area as a redevelopment project area under the Act, and 2) on the fact that Louik/Schneider & Associates, Inc. has obtained the necessary information to conclude that the Study Area can be designated as a redevelopment project area in compliance with the Act.

Following this introduction, Section II presents background information of the Study Area including the area location, description of current conditions and site history. Section III explains the Building Condition Assessment and documents the qualifications of the Study Area as a Conservation Area under the Act. Section IV, Summary and Conclusions, presents the findings.

The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc., Macondo Corp and The Lambert Group. The surveys, research and analysis conducted include:

1. Exterior surveys of the conditions and use of the Study Area;
2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Comparison of current land uses to current zoning ordinance and the current zoning maps;
4. Historical analysis of site uses and users;
5. Analysis of original and current platting and building size layout;

6. Review of previously prepared plans, studies and data;
7. Analysis of building permits from 1995 -- 2000 and building code violations from 1995 -- 2000 (as provided by the Department of Buildings) for all parcels in the Study Area; and
8. Evaluation of the E.A.V.s in the Study Area from 1995 to 1999.

This report was jointly prepared by Myron D. Louik, John P. Schneider, Tricia Marino Ruffolo and Luke J. Molloy of Louik/Schneider & Associates, Inc. and its subconsultants.

II.

Background Information.

A. Location.

The Study Area (hereafter referred to as the "Study Area") is located in the City, approximately three (3) miles northwest of the central business district within the Humboldt Park and West Town community areas. The one hundred thirty-eight (138) acre Study Area is irregularly shaped and generally includes both sides of West North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending east to North Oakley Avenue between West LeMoyne Street and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley Avenue and North Mozart Street.

B. Existing Land-Use And Conditions.

The Study Area is especially well suited to commercial development, but is also well situated for certain residential and institutional developments. The Study Area's close proximity to good local and regional transportation networks makes the Area accessible to shoppers and residents of both the Humboldt Park and West Town community areas and surrounding neighborhoods.

The current condition of the Study Area is one of underutilization and deterioration. The West Division Street corridor, from North Mozart Street to North

Western Avenue, exhibits both of these conditions. Underutilized and poorly maintained buildings line most of the corridor. Vacant lots and deteriorated sidewalks and street fixtures are also present. Strip-mall style shopping centers that do not conform to the original streetscape are common on West Division Street as well as sections of the entire Redevelopment Area.

The North Western Avenue corridor from West Potomac Avenue to West North Avenue has many of the same issues that are evident along West Division Street, where there are a high number of deteriorated commercial and residential buildings. In addition, the high number of automobile dealerships and other automobile-related businesses discourage new businesses, limit commercial diversification and create traffic congestion. They effectively prevent North Western Avenue from forming a cohesive commercial center by stunting any type of pedestrian flow from storefront to storefront and detract from the overall aesthetics of the corridor. This is largely due to the fact that in many cases these businesses are poorly maintained and a source of significant amounts of debris.

The east side of North Western Avenue contains two (2) significant institutional uses: Saint Elizabeth's Hospital, located between West LeMoine Street and West Hirsch Street, and Roberto Clemente High School, located between West Potomac Avenue and North Division Street. Across the street from Roberto Clemente High School, on the west side of North Western Avenue, is the Chicago Fire Department Engine Company 57 and the West Town Health Clinic.

The section of the Study Area that runs west along West North Avenue from North Western Avenue to North Mozart Street contains commercial buildings with retail and office uses on the street level and residential uses above the first (1st) floor. Buildings and public infrastructure show increasing signs of deterioration and neglect. The Area's buildings also have numerous vacancies on the upper floors. The area from North Mozart Street west to North Troy Street is primarily residential interspersed with commercial uses. North Troy Street to the end of the Study Area on North Lawndale Avenue is primarily commercial property with second (2nd) and third (3rd) floor residences.

C. Description Of Current Conditions.

The Study Area consists of sixty-one (61) (full and partial) blocks, seven hundred thirty (730) parcels and four hundred sixty-five (465) buildings. The Study Area is in need of major revitalization, which should include the rehabilitation of existing buildings and the development of unimproved parcels. The Study Area is characterized by high levels of:

- deteriorated buildings;
- obsolete and underutilized buildings; and
- other characteristics of deterioration.

Additional research indicates that the Study Area has not benefited from growth and development as a result of private investment, and will not be developed without action by the City.

Specifically, the total number of building permits recently requested for new construction and major renovation is lower than could be reasonably expected in an area of economic health. From January, 1995 to September, 2000, only fifty-two (52) permits for new construction or renovation were issued in an area with seven hundred thirty (730) parcels (seven percent (7%)). Of these, only six (6) were for the construction of new buildings, while the others were for the building of garages six (6), structural additions five (5), and renovations forty-one (41). These limited improvements have stimulated neither private investment nor economic growth within or around the Study Area. Significantly, during the same six (6) years, seven (7) permits were issued for demolition (see (Sub)Exhibit 1 -- Building and Demolition Permit Requests).

From this data, together with the other eligibility factors, it can be reasonably concluded that the Study Area (i) has not been subject to growth through private investment, and (ii) will not be developed without municipal leadership. Adoption of the Redevelopment Plan and Project is necessary to halt deterioration of the Study Area.

D. Humboldt Park Redevelopment Area.

In 1999, the Community Development Commission designated the Humboldt Park Redevelopment Area in the Humboldt Park Redevelopment Plan and Designation Report. The Humboldt Park Redevelopment Area is a larger area that is generally bounded by the northern alley of West North Avenue on the north, West Division Street and West Augusta Street on the south, North Western Avenue on the east, and North Central Park Avenue on the west. This larger area encompasses the Study Area.

According to the report, the Humboldt Park Redevelopment Area exhibits the factors necessary for designation based on the criteria set forth under Chapter 2-124-010 of the Municipal Code of Chicago, including: obsolescence, overcrowding, failure to generate a proper share of tax revenues and housing

opportunities, deleterious land-use, physical dilapidation and deterioration and excessive land coverage.

E. Adjacent T.I.F. District.

The Study Area is adjacent to the Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project, approved June 9, 1999. The three hundred eighty-three (383) acre Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project is generally linear in shape and parallels the former Chicago, Minneapolis, St. Paul & Pacific (CMSP&P) railroad right-of-way between Belmont and North Avenues along its north/south axis. There are also two (2) linear sections in the Pulaski Corridor Redevelopment Project area aligned in east/west orientations that stretch westward along Fullerton and North Avenues. This adjacent T.I.F. District contains one hundred fourteen (114) full and partial blocks, five hundred twelve (512) buildings and eight hundred eighty-three (883) parcels and was designated as a conservation area. The following factors were found present to a major extent: age, obsolescence, excessive land coverage, depreciation of physical maintenance and lack of community planning.

The lack of growth and investment by the private sector in the surrounding community is evidenced by the designation of the adjacent T.I.F. district. Existing conditions of the adjacent T.I.F. have a negative effect on the Study Area and contribute to its existing conservation factors.

F. Zoning Characteristics.

Based on the 2000 Title 17 Municipal Code of Chicago Zoning Ordinance, the Study Area includes the zoning classifications for: commercial, business, residential and manufacturing districts. The Study Area is zoned primarily business, commercial and institutional. Permitted zoning uses for the Study Area include business districts zoned B3-3, B5-2, B4-2, B4-3, commercial districts zoned C1-1, C1-2, C1-3, C2-2, C3-1 and Institutional Planned Developments Number 94 and Number 12.

III.

Qualification As Conservation Area.

A. Illinois Tax Increment Act.

The Act authorizes Illinois municipalities to redevelop locally designated

deteriorated areas through tax increment financing. In order to qualify an area as a tax increment financing district, it must first be designated as a Blighted Area, a Conservation Area (a combination of the two(2)), or an Industrial Park.

As set forth in the Act, a "Conservation Area" is any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors is detrimental to public safety, health, morals or welfare and such an area may become a blighted area:

1. Diliapidation.
2. Obsolescence.
3. Deterioration.
4. Presence of structures below minimum code standards.
5. Illegal use of individual structures.
6. Excessive vacancies.
7. Lack of ventilation, light or sanitary facilities.
8. Inadequate utilities.
9. Excessive land coverage and overcrowding of structures and community facilities.
10. Deleterious land-use or layout.
11. Environmental clean-up.
12. Lack of community planning.
13. E.A.V. comparison.

The Act further states that the eligibility factors must be (i) present to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the redevelopment project area.

The evidence discussed below suggests that the Study Area is eligible for designation as a Conservation Area within the requirements of the Act.

B. Survey, Analysis And Distribution Of Eligibility Factors.

Comprehensive exterior surveys of the seven hundred thirty (730) parcels of the Study Area were conducted by Macondo Corp. Analysis of each of the Conservation Area eligibility factors contained in the Act was conducted in order to determine its presence. The exterior surveys examined not only the condition and use of buildings but also conditions of streets, sidewalks, curbs, gutters, lighting, vacant land, underutilized land, parking facilities, landscaping, fences and walls, and general maintenance. In addition, an analysis was conducted of existing site coverage and parking, land uses, zoning and their relationship to the surrounding area.

A block-by-block analysis of the sixty-one (61) blocks was conducted by Macondo Corp. to identify the eligibility factors and their degree of presence. The following four (4) levels are identified:

- Not present -- indicates that either the condition does not exist or that no evidence could be found or documented during the survey or analysis.
- Limited extent -- indicates that the condition exists, but distribution was limited to a small percentage of parcels and/or blocks.
- Present to a minor extent -- indicates that the condition exists and is substantial in distribution or impact.
- Present to a major extent -- indicates that the condition does exist and is present throughout the area at a level that affects the Study Area as well as adjacent and nearby parcels of property.

C. Building Evaluation Procedure.

This section will describe how the buildings within the Study Area were evaluated.

How Building Components And Improvements Were Evaluated.

During the field survey, all components of and improvements to the subject buildings were examined to determine whether they were in sound condition or had minor, major or critical defects. These examinations were completed to determine whether conditions existed to evidence the presence of any of the

following related factors: dilapidation, deterioration or depreciation of physical maintenance.

Building components and improvements examined were of two (2) types:

Primary Structural Components.

These include the basic elements of any building or improvement including foundation walls, load-bearing walls and columns, roof and roof structure.

Secondary Components.

These are components generally added to the primary structural components and are necessary parts of the building and improvements, including porches and steps, windows and window units, doors and door units, facades, chimneys, and gutters and downspouts.

Each primary and secondary component and improvement was evaluated separately as a basis for determining the overall condition of the building and surrounding area. This evaluation considered the relative importance of specific components within the building and the effect that deficiencies in components and improvements have on the remainder of the building.

Subsequent to the buildings being evaluated, they were classified, as described in the following section.

Building Component And Improvement Classifications.

Four (4) major categories were used in classifying the structural condition of the building components and improvements. The criteria used are described below:

1. Sound.

Building components and improvements that contain no defects are adequately maintained and require no treatment outside of normal ongoing maintenance.

2. Requiring Minor Repair -- Depreciation Of Physical Maintenance.

Building components and improvements that contain defects (loose or missing material, or holes and cracks over a limited area) that often may be corrected

through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and improvements, and the correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacing less-complicated components and improvements. Minor defects are not considered in rating a building as structurally substandard.

3. Requiring Major Repair -- Deterioration.

Building components and improvements that contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings and improvements in this category would require replacement or rebuilding of components and improvements by people skilled in the building trades.

4. Critical -- Dilapidated.

Building components and improvements that contain major defects (bowing, sagging or settling of any or all exterior components, for example) causing the structure to be out-of-plumb; or broken, loose or missing material and deterioration over a widespread area so extensive that the cost of repair would be excessive.

D. Conservation Area Eligibility Factors.

A finding may be made that the Study Area is a Conservation Area based on the fact that fifty percent (50%) or more of the structures are thirty-five (35) years of age or older, and the area exhibits the presence of three (3) or more of the Conservation Area eligibility factors described above in Section III, Paragraph A, and that the area may become a blighted area because of these factors: Based on our survey and analyses, the Study Area meets the Act's requirement as a conservation area, in that in addition to age, five (5) of the eligibility factors were found to be present to a major extent and one (1) to a minor extent.

This section examines each of the Conservation Area eligibility factors.

Age.

Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and related structural problems are a function of time, temperature

and moisture, structures that are thirty-five (35) years or older typically exhibit more problems than more recently constructed buildings.

Conclusion.

Age is present in four hundred forty-three (443) of the four hundred sixty-five (465) buildings (ninety-five percent (95%)) and in fifty-seven (57) of the sixty-one (61) blocks (ninety-three percent (93%)) in the Study Area. Age is present to a major extent in fifty-two (52) of the sixty-one (61) (eighty-five percent (85%)) blocks and to a minor extent in five (5) of the sixty-one (61) blocks (eight percent (8%)). The results of the age survey are presented in Map 3.

1. Dilapidation.

Dilapidation is referred to in the Act as "an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed".

An exterior survey was conducted of all the structures in the Study Area. The analysis of building dilapidation is based on the survey methodology and criteria described in the preceding section, How Building Components and Improvements are Evaluated.

Based on exterior building surveys, it was determined that many buildings are dilapidated and exhibit major structural problems making them structurally substandard. These buildings are all in an advanced state of disrepair. Major masonry wall work is required where water and lack of maintenance have allowed buildings to incur structural damage. Cracked foundations and missing structural elements were found, particularly in the backs of the buildings. Since wood elements require the most maintenance of all exterior materials, they show the greatest signs of deterioration.

Conclusion.

Dilapidation is present to a minor extent in the Study Area. Dilapidation is present in forty-five (45) of the four hundred sixty-five (465) buildings (ten percent (10%)) and in sixteen (16) of the sixty-one (61) blocks (twenty-six percent (26%)). It is present to a major extent in two (2) of the sixty-one (61) three percent (3%) blocks and to a minor extent in fourteen (14) of the sixty-one (61) blocks (twenty-

three percent (23%)).

2. Obsolescence.

Obsolescence is defined in the Act as "the condition or process of falling into disuse. Obsolescent structures have become ill suited for the original use.

Webster's *New Collegiate Dictionary* defines "obsolescence" as "being out of use; obsolete". "Obsolete" is further defined as "no longer in use; disused" or "of a type or fashion no longer current". These definitions are helpful in describing the general obsolescence of buildings or site improvements in the Study Area. In making findings with respect to buildings and improvements, it is important to distinguish between functional obsolescence, which relates to the physical utility of a structure, and economic obsolescence, which relates to a property's ability to compete in the marketplace.

Functional Obsolescence.

Structures historically have been built for specific uses or purposes. The design, location, height and space arrangements are intended for a specific occupancy at a given time. Buildings and improvements become obsolete when they contain characteristics or deficiencies that limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from poor design or layout; or the improper orientation of the building on its site, which detracts from the overall usefulness or desirability of a property.

Economic Obsolescence.

Economic obsolescence is normally a result of adverse conditions that may cause some degree of market rejection and, hence, depreciation in market values. Typically, buildings classified as dilapidated and buildings that contain vacant space are characterized by problem conditions that may not be economically curable, resulting in net rental losses and/or depreciation in market value.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also be obsolete in relation to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities or outdated designs.

Obsolescence, as a factor, should be based upon the documented presence and

reasonable distribution of buildings and site improvements evidencing such obsolescence.

Obsolete Building Types.

Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or reuse for the purpose for which they were built. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse effect on nearby and surrounding developments and detract from the physical, functional and economic vitality of the area. These structures are characterized by conditions indicating the structure is incapable of efficient or economic use according to contemporary standards.

Obsolete Platting.

Obsolete platting includes parcels of irregular shape, narrow or small size, and parcels improperly platted within the Study Area blocks. Some of the blocks in the Study Area have smaller and/or irregularly sized parcels. These parcels are not suitable for development for modern commercial users. The majority of the parcels along the West North Avenue commercial area are twenty-five (25) feet by one hundred twenty-five (125) feet. While this size is appropriate for residential use, it severely limits growth and expansion opportunities for commercial users and retailers.

Obsolete Site Improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also be obsolete in relation to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated designs, et cetera.

Conclusion.

Obsolescence is present to a major extent in the Study Area. Obsolescence is present in four hundred thirty-eight (438) of the four hundred sixty-five (465) buildings (ninety-four percent (94%)), in five hundred ninety (590) of the seven hundred thirty (730) parcels (eighty-one percent (81%)) and in fifty-five (55) of the (sixty-one (61)) blocks (ninety percent (90%)). It is present to a major extent in

fifty-three (53) of the sixty-one (61) (eighty-seven percent (87%)) blocks and to a minor extent in two (2) of the sixty-one (61) (three percent (3%)) blocks. The results of the obsolescence analysis are presented in Map 4.

3. Deterioration.

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring major treatment or repair. The Act defines deterioration with respect to buildings as the presence of "defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia". The Act also defines the deterioration of surface improvements as "the presence of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces".

-- Deterioration that is not easily correctable and cannot be repaired in the course of normal maintenance may be evident in buildings. Such buildings and improvements may be classified as requiring major or many minor repairs, depending upon the degree or extent of defects. This would include buildings with defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, et cetera) and defects in primary building components (e.g., foundations, frames, roofs, et cetera) respectively.

-- All buildings and site improvements classified as dilapidated are also deteriorated.

Deterioration Of Buildings.

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section, *How Building Components and Improvements Are Evaluated*. Of the four hundred sixty-five (465) buildings in the Study Area, four hundred forty-five (445) buildings (ninety-six percent (96%)) are deteriorated.

The deteriorated buildings in the Study Area exhibit defects in both their primary and secondary components. For example, the primary components exhibiting defects include walls, roofs and foundations with loose or missing materials (mortar, shingles), and holes and/or cracks in these components. The defects of secondary components include damage to windows, doors, stairs and/or porches; missing or cracked tuckpointing and/or masonry on the facade chimneys and

surfaces; missing parapets, gutters and/or downspouts; foundation cracks or settling; and other missing structural components.

Deteriorated structures exist throughout the Study Area due to the combination of their age and the advanced state of disrepair. The need for masonry repairs and tuckpointing is predominant, closely followed by deteriorating doors, facades and secondary elements in the buildings. The majority of the buildings in the Study Area are deteriorated.

Deterioration Of Parking And Surface Areas.

Field surveys were also conducted to identify the condition of parcels without structures but classified as deteriorated. These parcels are characterized by uneven surfaces with insufficient gravel, vegetation growing through the parking surface, depressions and standing water, absence of curbs or guardrails, fallen or broken fences and extensive debris.

Conclusion.

Deterioration is present to a major extent in the Study Area. Deterioration is present in four hundred fifty-nine (459) of the four hundred sixty-five (465) buildings (ninety-nine percent (99%)), in seven hundred nineteen (719) of the seven hundred thirty (730) parcels (ninety-nine percent (99%)), and in sixty-one (61) of the sixty-one (61) blocks (one hundred percent (100%)). It is found to be present to a major extent in sixty (60) of the sixty-one (61) blocks (ninety-eight percent (98%)) and present to a minor extent in one (1) of the sixty-one (61) blocks (two percent (2%)). The results of the deterioration analysis are presented in Map 5.

4. Presence Of Structures Below Minimum Code Standards.

The presence of structures below minimum code standards, as stated in the Act, includes "all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes". The principal purposes of such codes are: to 1) require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy; 2) make buildings safe for occupancy against fire and similar hazards; and 3) establish minimum standards essential for safe and sanitary habitation.

From January, 1995 through August, 2000, three hundred forty-eight (348) of the four hundred sixty-five (465) buildings (seventy-five percent (75%)) have been cited for building code violations by the City Department of Buildings (see (Sub)Exhibit 2 -- Building Code Violations).

Conclusion.

Structures below minimum code standards are present to a major extent. Structures below minimum code standards have been identified in three hundred forty-eight (348) of the four hundred sixty-five (465) buildings (seventy-five percent (75%)) and in forty-eight (48) of the sixty-one (61) blocks (seventy-nine percent (79%)) in the Study Area over the last five (5) years. The condition is found to be present to a major extent in forty-four (44) of the sixty-one (61) blocks (seventy-two percent (72%)) and to a minor extent in four (4) of the sixty-one (61) blocks (seven percent (7%)).

5. Illegal Use Of Individual Structures.

Illegal use of individual structures is defined in the Act as "the use of structures in violation of applicable Federal, state, or local laws, exclusive of those applicable to the presence of structures below minimum code standards".

Conclusion.

Based on exterior surveys and a review of the Chicago Zoning Ordinance there is no evidence of illegal use of the structures or improvements in the Study Area.

5. Excessive Vacancies.

Excessive vacancy, according to the Act, is "the presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies". Excessive vacancies include improved properties that evidence no redundant effort directed toward their occupancy or underutilization.

Excessive vacancies are present throughout the Study Area. A building is considered to have excessive vacancies if at least fifty percent (50%) of the building is vacant or underutilized.

Conclusion.

Vacancies have been identified in sixty-four (64) of the four hundred sixty-five (465) buildings (fourteen percent (14%)) and in twenty-nine (29) of the sixty-one (61) blocks (forty-eight percent (48%)) in the Study Area over the last five (5) years. The condition is found to be present to a major extent in five (5) of the sixty-one (61) blocks (eight percent (8%)) and to a minor extent in twenty-four (24) of the sixty-one (61) (thirty-nine percent (39%)) blocks.

7. Lack Of Ventilation, Light Or Sanitary Facilities.

The Act refers to the lack of ventilation, light or sanitary facilities as "the absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials". Inadequate natural light and ventilation is defined as the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities are referred to in the Act as "the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Conclusion.

Based on exterior surveys and analyses undertaken, lack of ventilation, light and/or sanitary facilities was not found in the Study Area.

8. Inadequate Utilities.

Inadequate utilities refer to deficiencies in the underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers and water lines; and gas, telephone and electrical services. The Act defines inadequate utilities as "those that are (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete or in disrepair, or (iii) lacking within the redevelopment project area".

Conclusion.

Based on the exterior surveys and analyses undertaken, all utilities within the Study Area appear to be adequate.

9. Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.

Excessive land coverage and overcrowding of structures and community facilities is defined by the Act as "the over-intensive use of property and the crowding of buildings and accessory facilities onto a site". Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking or inadequate provision for loading and service.

Overcrowding of structures and community facilities refers to use of public or private buildings, facilities or properties beyond their reasonable or legally permitted capacity. Overcrowding is frequently found in buildings and improvements originally designed for a specific use and later converted to accommodate a more intensive use of activities, inadequately providing for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of building systems, et cetera.

Conclusion.

Excessive land coverage and overcrowding of structures and community facilities is present to a major extent in the Study Area. Excessive land coverage is present in four hundred thirty-eight (438) of the four hundred sixty-five (465) buildings (ninety-four percent (94%)), in five hundred ninety-three (593) of the seven hundred thirty (730) parcels (eighty-one percent (81%)), and in fifty-six (56) of the sixty-one (61) blocks (ninety-two percent (92%)). It can be found to a major extent in (fifty-two percent (52%)) of the sixty-one (61) blocks (eighty-five percent (85%)) and to a minor extent in four (4) of the sixty-one (61) blocks (seven percent (7%)). The results of the Excessive Land Coverage and Overcrowding of Structures and Community Facilities analysis are presented in Map 6.

10. Deleterious Land-Use Or Layout.

According to the Act, deleterious land-uses or layout include the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Deleterious layout includes evidence of improper or obsolete platting of the land, inadequate street layout, and parcels of inadequate size or shape to meet contemporary development standards. It also includes evidence of poor layout of buildings on parcels and in relation to other buildings.

In the Study Area, deleterious land-use or layout is identified in six hundred twenty-seven (627) of the seven hundred thirty (730) parcels (eighty-six percent (86%)), with eighty-one percent (81%) of parcels exhibiting excessive land coverage with insufficient room for parking and/or loading.

Conclusion.

Deleterious land-use and layout is present to a major extent in the Study Area. Deleterious land use and layout is present in six hundred forty-seven (647) of the seven hundred thirty (730) parcels (eighty-nine percent (89%)) and fifty-eight (58) of the sixty-one (61) blocks (ninety-five percent (95%)). It is found to a major extent in fifty-seven (57) blocks of the sixty-one (61) blocks (ninety-three percent (93%)) and to a minor extent in one (1) of the sixty-one (61) blocks (two percent (2%)). The results of the deleterious land-use and layout analysis are presented in Map 7.

11. Environmental Clean-up.

As set forth by the Act, this factor is present if the proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law (provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area).

Conclusion.

Based on the exterior surveys and analyses undertaken, no environmental clean-up issues have been determined in the Study Area.

12. Lack Of Community Planning.

Lack of community planning may be a factor if the proposed Study Area was developed prior to or without the benefit or guidance of a community plan. According to the Act, "this means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development". Furthermore, the Act states that this factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

The community has a history of identifying development needs and action plans, evidenced by these reports:

- Humboldt Park Redevelopment Plan Redevelopment Plan & Designation Report.

- Humboldt Park Community Land-Use Plan.
- Humboldt Park Supermarket Feasibility Study.

The Study Area has also been the subject of a variety of other studies and plans.

Conclusion.

Though community activity and involvement is currently present, the Study Area's current conditions can be partially attributed to lack of community planning in the past.

13. Lack Of Growth In E.A.V. Comparison.

The Act requires that an E.A.V. comparison of the total equalized assessed values of the proposed Study Area has declined for three (3) of the last five (5)

calendar years prior to the year in which the Study Area is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

Conclusion.

Based on our analysis, lack of growth in E.A.V. comparison is not present in the Study Area.

E. Conservation Area Eligibility Factors Summary.

The Conservation Area eligibility factors are present in varying degrees throughout the Study Area. In addition to age, five (5) factors are present to a major extent and one (1) is present to a minor extent. The Conservation Area eligibility factors that have been identified are as follows:

Major Extent.

1. Obsolescence.
2. Deterioration.
3. Structures below minimum code standards.
4. Excessive land coverage and overcrowding of structures and community facilities.
5. Deleterious land-use or layout.

Minor Extent.

1. Diapidation.

IV.

Summary And Conclusion

The conclusion of Loulk/Schneider & Associates, Inc. is that the number, degree and distribution of Conservation Area eligibility factors, as documented in this report, warrant the designation of the Study Area as a Conservation Area as set forth in the Act. Specifically:

- Of the thirteen (13) eligibility factors for a Conservation Area set forth in the Act, in addition to age, six (5) are present -- five (5) to a major extent and one (1) to a minor extent. In addition to age, only three (3) are necessary for designation as a Conservation Area to qualify for a T.I.F. District.
- The Conservation Area eligibility factors that are present are reasonably distributed throughout the Study Area.
- The Study Area is not yet a blighted area, but because of the factors described in this report, the Study Area may become a blighted area.

The eligibility findings indicate that the Study Area contains factors that qualify it as a Conservation Area in need of revitalization and that designation as a redevelopment project area will contribute to the long-term enhancement of the City.

Additional research indicates that the Study Area has not benefited from growth and development as a result of private investment, and will not be developed without action by the City.

Specifically, the total number of building permits recently requested for new construction and major renovation is lower than could be reasonably expected in an area of economic health. From January, 1995 to September, 2000, only fifty-two (52) permits for new construction or renovation were issued in an area with seven hundred thirty (730) parcels (seven percent (7%)). Of these, only (six (6)), were for the construction of new buildings, while the others were for the building of garages (six (6)), structural additions (five (5)) and renovations forty-one (41). These limited improvements have stimulated neither private investment nor economic growth within or around the Study Area. Significantly, during the same six (6) years, seven (7) permits were issued for demolition (see (Sub)Exhibit 1 -- Building and Demolition Permit Requests).

From this data, together with the other eligibility factors, it can be reasonably

concluded that the Study Area (i) has not been subject to growth through private investment, and (ii) will not be developed without municipal leadership. Adoption of the Redevelopment Plan and Project is necessary to halt deterioration of the Study Area.

The conclusions presented in this report are those of the consulting team. The local governing body should review this report and, if satisfied with the summary of findings contained herein, adopt a resolution that the Study Area qualifies as a Conservation Area and make this report a part of the public record. The Study Area qualifies as a Conservation Area and is therefore eligible for Tax Increment Financing under the Act.

The Study Area qualifies as a Conservation Area and is therefore eligible for Tax Increment Financing under the Act.

[(Sub)Exhibit 1 referred to in this Eligibility Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project printed on pages 62118 through 62121 of this Journal.]

[(Sub)Exhibit 2 referred to in this Eligibility Study to Humboldt Park Commercial Tax Increment Redevelopment Plan and Project printed on pages 62136 through 62151 of this Journal]

[(Sub)Exhibit 3 not referred to in this Eligibility Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project printed on pages 62152 through 62154 of this Journal.]

[(Sub)Exhibit 4 (Maps 1 and 2) referred to in this Eligibility Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project constitutes Maps 1 and 2 to the Redevelopment Plan and is printed on pages 62131 through 62132 of this Journal.]

[(Sub)Exhibit 4 (Maps 3, 4, 5, 6 and 7) referred to in this Eligibility Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project is printed on pages 62155 through 62159 of this Journal.]

(Sub)Exhibit 1.

(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Building Permit Requests.

(Page 1 of 4)

	Permit #	Date	Address	Purpose	Investment
1	805095	5/31/95	3749 W. North Ave.	For foundation of garage	\$6,000
2	811452	9/19/95	2323 W. North Ave.	To rehabilitate existing space	\$15,000
3	811826	9/26/95	2510 S. Harding Ave.	To erect a garage	\$4,882
4	814833	11/15/95	3612 W. North Ave.	To remodel interior of first-floor restaurant	\$7,500
5	817082	1/9/96	3749 W. North Ave.	To erect masonry building	\$20,600
6	96003305	4/15/96	3804 W. Grand Ave	To erect two-car garage	\$3,550
7	96003702	4/19/96	2720 W. Division	To install drywall partitions, teller counter	\$49,000
8	96004706	5/6/96	2610 W. Division	For tenant development of first floor	\$20,000
9	96005076	5/10/96	2233 W. Division St.	For new rooftop A/C units	\$30,000
10	829000	8/6/96	2511 W. North Ave.	To convert a church to hardware store	\$20,000
11	830617	8/29/96	2932 W. North Ave.	To erect detached eight-car garage	\$40,608
12	836537	11/25/96	2610 W. Division	To renovate facade	\$15,000
13	839246	1/15/97	2435 W. Division St.	To install six rooftop A/C units	\$3,000
14	844831	4/21/97	2838 W. North Ave.	To erect one-story restaurant	\$295,000
15	845310	4/29/97	2500 W. Walton St.	For installation of a new freight car gate	\$2,953
16	846103	5/8/97	1537 N. Western Ave.	To erect a four-story with basement	\$430,000
17	846663	5/15/97	2608 W. North Ave	To install one passenger elevator	\$29,250

(Sub)Exhibit 1.
 (To Eligibility Study To Humboldt Park Commercial Tax
 Increment Financing Redevelopment Plan And Project)

Building Permit Requests.
 (Page 2 of 4)

18	850240	7/3/97	2751 W. Division	To install new fascia	\$27,000
19	850660	7/8/97	2233 W. Division St.	For mechanical-only addition	\$250,000
20	851521	7/15/97	3524 W. North Ave.	To install cast iron triple-catch basin in garage	\$7,800
21	853142	7/28/97	2440 W. North Ave.	For interior remodeling of one-hour photo shop	\$25,000
22	853641	7/31/97	3647 W. North Ave.	To erect and operate five riding devices	\$0
23	853750	8/1/97	2313 W. North Ave.	For construction of two new rooms	515,000
24	858316	Sept-97	3524 W. North Ave.	To install toilet room in auto repair garage	\$2,000
25	857091	9/12/97	2542 W. North Ave.	For tuckpoint and masonry repairs	519,800
26	861058	11/4/97	2958 W. North Ave.	To erect frame garage	511,900
27	862591	12/2/97	3755 W. North Ave	For interior alterations	532,000
28	864474	1/2/98	2233 W. Division St.	To furnish and install door restrictors	59,191
29	865078	1/20/98	2542 W. North Ave.	To create an interior non-structural area	5336.000
30	867382	3/13/98	1340 N. Western Ave.	To replace drywall windows and floors	\$10,000
31	858232	3/26/98	2233 W. Division St.	To install Class "S" machinery room	5200,000
32	868644	4/3/98	2550 W. Division	For one-story masonry retail space building	\$000
33	874810	7/2/98	3329 W. North Ave.	To install steel-case bullet resistance	57,500
34	875004	7/7/98	2650 W. Division	For tenant buildout of laundromat	55,000

(Sub)Exhibit 1.

(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

*Building Permit Requests.**(Page 3 of 4)*

35	877785	7/30/98	3647 W. North Ave.	To erect and operate six riding devices	\$450
36	878449	8/6/98	2211 W. North Ave.	For interior alteration to create a deli	\$10,000
37	887877	11/12/98	2550 W. North Ave.	For new vertical rise gates	\$7,800
38	887651	11/24/98	2558 W. Division	To divide store into two spaces	58,000
39	888816	12/14/98	2650 W. Division	To install three rooftop mechanical units	\$20,000
40	899296	2/14/99	2550 W. North Ave.	For interior alterations to medical center	\$137,000
41	892665	2/24/99	2709 W. Division	To remodel existing store	\$25,000
42	895294	4/8/99	2434 W. Division St.	To install a one-car gate for freight elevator	53,750
43	896188	4/19/99	2234 W. Augusta Blvd	To erect a two-car garage	\$8,300
44	896519	4/22/99	3228 W. North Ave.	To remodel second and third floors	\$100,000
45	905181	8/4/99	3647 W. North Ave.	To erect and operate nine riding devices	5575
46	910106	9/30/99	2703 W. Division	To convert second-floor apartment to office	\$5,000
47	913449	11/16/99	2423 W. North Ave.	For interior alterations	\$40,000
48	924246	5/5/00	2610 W. Division	To renovate existing apartment	\$80,000
49	925501	5/19/00	1347 N. Western Ave.	For renovation of three existing apartments (addition of rooms)	\$412,000
50	930528	7/28/00	2508 W. Division St.	For installation of an A/C system	52,000

(Sub)Exhibit 1.

(To Eligibility Study To Humboldt Park Commercial Tax
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*Building Permit Requests.**(Page 4 of 4)*

51	931623	8/15/00	3647 W. North Ave.	To erect and operate six riding devices	\$510
52	935957	10/19/00	2508 W. Division St.	To erect a four-story, three-dwelling unit	5380,000
			Total Permits		\$3,181,619

DEMOLITION PERMITS

	Pennit #	Date	Address	Investment
1	846143	5/9/97	1450 N. Western Ave.	514,500
2	847879	5/03/97	2612 W. Division	522,500
3	810530	8/31/95	2711 W. Division	\$0
4	844157	4/09/97	2840 W. Division	535,000
5	843907	4/4/97	2913 W. Division	\$24,500
6	930542	7/28/00	3225 W. North Ave	\$0
7	852267	11/21/97	3223 W. North Ave	5142
			Total Permits	574,142

Table 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

1999 Equalized Assessed Valuation.
(Page 1 of 9)

1.	13-35-325-067	\$47,717
2.	13-35-326-068	\$70,270
3.	13-35-326-069	\$185,110
4.	13-35-325-070	\$8,210
5.	13-35-327-031	\$9,115
6.	13-35-327-032	\$9,115
7.	13-35-327-033	\$9,115
8.	13-35-327-034	\$55,493
9.	13-35-327-035	\$62,094
10.	13-35-327-036	\$25,595
11.	13-35-327-037	\$49,315
12.	13-35-327-042	\$49,313
13.	13-35-327-043	\$79,863
14.	13-35-328-030	\$46,639
15.	13-35-328-031	\$55,108
16.	13-35-328-032	\$24,537
17.	13-35-328-033	\$16,595
18.	13-35-328-034	\$49,018
19.	13-35-328-035	\$36,348
20.	13-35-326-036	\$72,376
21.	13-35-328-037	\$32,619
22.	13-35-328-038	\$16,215
23.	13-35-328-046	\$13,521
24.	13-35-328-047	EXEMPT
25.	13-35-418-024	\$25,073
26.	13-35-413-025	\$25,615
27.	13-35-418-026	\$32,815
28.	13-35-418-027	\$77,136
29.	13-35-418-028	\$168,855
30.	13-35-418-029	\$69,698
31.	13-35-418-030	\$54,314
32.	13-35-418-031	\$46,234
33.	13-35-418-032	EXEMPT
34.	13-35-418-033	\$42,410
35.	13-35-419-031	\$20,491
36.	13-35-419-032	\$9,704
37.	13-35-419-033	\$24,967
38.	13-35-419-034	\$50,999
39.	13-35-419-035	\$36,400

40.	13-35-419-036	\$3,837
41.	13-35-419-037	\$40,318
42.	13-35-419-038	\$3,808
43.	13-35-419-041	EXEMPT
44.	13-35-419-042	\$46,099
45.	13-35-419-043	\$8,415
45.	13-35-419-049	\$2,176
47.	13-35-419-050	\$33,499
48.	13-35-419-052	\$13,710
49.	13-35-420-031	\$59,863
50.	13-35-420-032	\$5,504
51.	13-35-420-033	\$20,554
52.	13-35-420-034	\$21,715
53.	13-35-420-035	\$3,842
54.	13-35-420-036	\$3,842
55.	13-35-420-037	\$13,906
56.	13-35-420-038	\$5,610
57.	13-35-420-039	\$51,395
58.	13-35-420-040	\$19,449
59.	13-35-420-041	\$11,343
50.	13-35-420-042	\$9,083
51.	13-35-420-043	\$60,444
52.	13-35-420-044	\$4,744
63.	13-35-420-045	\$3,664
64.	13-35-421-033	\$17,165
65.	13-35-421-034	\$44,884
66.	13-35-421-035	\$199,464
67.	13-35-421-036	\$1,118
58.	13-35-421-037	\$16,595
69.	13-35-421-038	\$3,842
70.	13-35-421-039	\$50,906
71.	13-35-421-040	\$45,714
72.	13-35-421-041	\$41,652
73.	13-35-421-042	\$51,786
74.	13-35-421-043	\$87,227
75.	13-35-421-044	\$145,045
76.	13-35-422-031	\$70,859
77.	13-35-422-032	\$82,080
78.	13-35-422-033	\$56,062

Table 2.
 (To Humboldt Park Commercial Tax Increment
 Financing Redevelopment Plan And Project)

1999 Equalized Assessed Valuation.
 (Page 2 of 9)

79.	13-35-422-034	\$57,437
80.	13-35-422-035	537,264
81.	13-35-422-036	\$26,423
82.	13-35-422-037	\$27,629
83.	13-35-422-038	\$31,542
84.	13-35-422-039	\$3,842
85.	13-35-422-040	546,000
86.	13-35-422-041	\$48,001
87.	13-35-422-042	\$72,293
88.	13-35-422-049	\$68,073
89.	13-35-423-030	\$10,555
90.	13-35-423-031	\$78,387
91.	13-35-423-032	\$61,047
92.	13-35-423-033	\$52,727
93.	13-35-423-034	\$27,042
94.	13-35-423-035	\$54,777
95.	13-35-423-036	\$28,300
96.	13-35-423-037	\$17,615
97.	13-35-423-038	\$77,251
98.	13-35-423-039	\$28,777
99.	13-35-423-040	\$31,336
100.	13-35-423-041	\$43,295
101.	13-35-423-048	\$289,237
102.	13-35-324-035	\$35,207
103.	13-35-324-036	\$37,579
104.	13-36-324-037	\$6,189
105.	13-36-324-040	\$257,322
106.	13-35-325-032	EXEMPT
107.	13-36-325-033	\$112,498
108.	13-36-325-034	\$37,023
109.	13-35-325-035	\$35,598
110.	13-35-326-033	\$214,846
111.	13-36-326-034	537,000
112.	13-36-326-035	\$31,003
113.	13-36-326-036	\$104,605
114.	13-36-326-037	\$147,707
115.	13-36-327-027	\$4,951
116.	13-36-327-028	54,951
117.	13-36-327-029	\$78,043
118.	13-36-327-030	536,710
119.	13-35-327-031	\$21,834
120.	13-36-327-032	\$282,510
121.	13-36-328-030	\$145,238

122.	13-35-328-031	\$58,920
123.	13-35-328-032	\$7,656
124.	13-35-328-033	\$85,521
125.	13-35-328-034	\$1,800
126.	13-35-328-035	\$3,812
127.	13-35-328-036	\$15,575
128.	13-36-329-037	5140,803
129.	13-36-329-038	EXEMPT
130.	13-36-329-039	536,760
131.	13-36-329-041	\$36,715
132.	13-35-329-042	\$33,582
133.	13-35-329-043	\$10,003
134.	13-36-329-047	\$2,579
135.	13-36-329-048	\$2,395
136.	13-36-329-049	\$459
137.	13-35-329-051	5459
138.	13-36-329-052	\$459
139.	13-36-329-053	\$754
140.	13-36-329-054	\$35,799
141.	13-36-330-031	\$88,046
142.	13-36-330-041	\$920
143.	13-35-330-045	552,203
144.	13-36-330-046	517,381
145.	13-36-330-047	553,956
146.	13-36-330-048	5166,529
147.	13-36-330-049	\$76,193
148.	13-36-331-034	552,774
149.	13-36-331-035	555,627
150.	13-36-331-036	\$50,643
151.	13-35-331-037	\$51,685
152.	13-35-331-038	\$59,616
153.	13-35-331-039	\$11,943
154.	13-36-331-040	EXEMPT
155.	13-35-331-043	\$3,621
156.	13-35-331-044	\$6,639
157.	13-35-331-045	\$3,709
158.	13-36-331-046	\$3,608
159.	13-36-331-047	\$1,001
160.	13-36-331-048	\$718
161.	13-36-331-049	EXEMPT
162.	13-36-425-033	\$68,172
163.	13-36-425-034	\$15,283
164.	13-36-425-035	\$15,081

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165.	13-36-425-036	548.080
166.	13-36-425-037	\$45.855
167.	13-35-425-038	\$48.080
168.	13-36-425-039	\$44.436
169.	13-36-425-040	5125.999
170.	13-36-425-034	5149.697
171.	13-36-425-035	546.752
172.	13-36-426-036	\$43.979
173.	13-36-426-037	\$133.740
174.	13-36-425-038	EXEMPT
175.	13-36-425-039	5173.009
176.	13-36-427-014	58.959
177.	13-36-427-030	\$6.896
178.	13-36-427-031	\$6.517
179.	13-35-427-032	\$132.818
180.	13-36-427-033	\$37.048
181.	13-36-427-034	537.142
182.	13-36-427-035	56.380
183.	13-36-427-036	\$29.257
184.	13-36-427-037	\$6.380
185.	13-35-427-038	\$6.380
186.	13-35-427-039	\$19.332
187.	13-35-427-040	513.287
188.	13-36-428-030	525.890
189.	13-36-428-031	EXEMPT
190.	13-36-428-032	\$65.453
191.	13-35-428-033	\$203.893
192.	13-36-428-034	EXEMPT
193.	13-36-428-035	\$95.934
194.	13-36-428-036	\$54.278
195.	13-36-429-018	\$73.765
196.	13-35-429-019	571.143
197.	13-36-429-020	\$340.332
198.	13-36-429-021	EXEMPT
199.	13-35-429-023	\$46.750
200.	13-35-429-024	\$106.536
201.	13-36-430-035	\$90.463
202.	13-35-430-036	529.536
203.	13-35-430-037	59.274
204.	13-35-430-038	\$9.274
205.	13-35-430-039	515.850
206.	13-36-430-040	515.294
207.	13-36-430-041	\$20.522

208.	13-35-430-042	\$26.797
209.	13-36-430-043	\$97.487
210.	13-36-431-045	5532.153
211.	13-36-432-034	\$67.637
212.	13-36-432-035	\$59.008
213.	13-36-432-036	5171.731
214.	13-36-432-037	\$228.820
215.	13-36-432-045	\$182.401
216.	14-31-326-051	\$26.020
217.	14-31-326-052	\$25.710
218.	14-31-326-053	\$16.962
219.	14-31-326-054	\$38.664
220.	14-31-326-055	\$49.014
221.	14-31-326-056	\$21.082
222.	14-31-326-065	5392
223.	14-31-326-068	\$275.779
224.	16-01-200-001	\$401.354
225.	16-01-200-004	\$46.653
226.	16-01-200-041	5134.755
227.	16-01-201-002	\$19.046
228.	16-01-201-003	\$2.734
229.	16-01-201-004	\$12.249
230.	16-01-201-005	\$10.478
231.	16-01-201-006	\$7.825
232.	15-01-201-021	\$332.473
233.	16-01-201-036	\$21.562
234.	16-01-201-037	\$8.043
235.	16-01-202-003	\$38.463
236.	16-01-202-026	\$20.468
237.	16-01-202-027	\$29.452
238.	16-01-202-046	\$37.093
239.	16-01-202-047	\$4.530
240.	16-01-202-048	\$29.486
241.	16-01-202-051	\$72.522
242.	16-01-202-052	\$90.187
243.	16-01-203-001	\$49.966
244.	16-01-203-002	\$57.571
245.	16-01-203-003	\$47.513
246.	16-01-203-004	\$60.460
247.	15-01-203-023	\$8.921
248.	16-01-203-024	\$27.094
249.	16-01-203-025	\$76.330
250.	16-01-204-001	\$111.400

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251.	16-01-204-002	\$47,371
252.	16-01-204-003	\$38,308
253.	16-01-204-004	\$23,396
254.	16-01-204-005	\$27,184
255.	16-01-204-006	\$32,295
256.	16-01-204-007	\$27,373
257.	16-01-204-008	\$21,645
256.	16-01-204-009	\$25,507
259.	16-01-204-010	\$36,636
260.	16-01-205-001	\$112,050
261.	16-01-205-002	\$15,976
262.	16-01-205-003	\$4,753
263.	16-01-205-004	\$11,185
264.	16-01-205-005	\$23,209
265.	16-01-205-006	\$33,271
265.	16-01-205-007	\$75,725
267.	16-01-205-008	\$59,616
268.	16-01-205-009	\$47,726
269.	16-01-205-010	\$46,169
270.	16-01-205-011	\$32,589
271.	16-01-206-002	\$11,426
272.	16-01-206-003	\$22,856
273.	16-01-206-004	\$11,426
274.	16-01-206-005	\$67,510
275.	16-01-206-006	\$57,510
276.	16-01-206-007	\$45,636
277.	16-01-205-008	\$45,082
278.	16-01-206-009	\$45,636
279.	16-01-206-010	\$45,082
280.	16-01-206-046	\$46,887
281.	16-01-206-048	\$4,287
282.	16-01-206-049	\$35,160
283.	16-01-207-001	\$7,172
284.	16-01-207-002	\$104,027
285.	16-01-207-003	\$27,688
286.	16-01-207-004	\$45,809
287.	16-01-207-005	\$31,683
288.	16-01-207-006	\$35,623
289.	16-01-207-007	\$49,853
290.	15-01-207-008	\$19,289
291.	16-01-207-009	\$40,754
292.	16-01-207-010	\$2,377
293.	16-01-207-026	\$19,710

294.	16-01-207-027	\$19,748
295.	16-01-207-028	\$14,601
296.	15-01-207-029	\$25,358
297.	16-01-207-030	\$28,957
298.	16-01-207-031	\$3,835
299.	16-01-207-032	\$26,763
300.	16-01-207-033	\$15,924
301.	16-01-207-034	\$19,438
302.	15-01-207-035	\$27,130
303.	16-01-207-035	\$110,362
304.	16-01-207-037	\$17,887
305.	16-01-207-038	\$22,172
306.	16-01-207-039	\$4,848
307.	15-01-207-040	\$23,702
308.	16-01-207-041	\$14,916
309.	16-01-215-024	\$25,792
310.	16-01-215-025	\$3,772
311.	16-01-215-026	\$67,040
312.	16-01-215-027	\$14,255
313.	16-01-215-028	\$5,050
314.	15-01-215-029	\$12,540
315.	15-01-215-030	\$17,750
316.	15-01-215-031	EXEMPT
317.	15-01-215-032	\$20,555
318.	15-01-215-033	\$31,910
319.	16-01-215-034	\$44,420
320.	16-01-215-035	\$25,788
321.	16-01-215-036	\$27,322
322.	16-01-215-037	\$5,050
323.	16-01-215-038	\$22,485
324.	15-01-215-039	\$42,750
325.	16-01-215-040	\$29,537
326.	16-01-215-041	\$16
327.	16-01-215-042	\$63,820
328.	15-01-215-043	\$25,288
329.	16-01-215-044	\$22,208
330.	16-01-215-045	\$172,287
331.	16-01-221-024	\$40,835
332.	16-01-221-025	\$66,844
333.	16-01-221-025	\$93,209
334.	16-01-221-027	\$5,050
335.	16-01-221-028	\$10,102
336.	16-01-221-029	\$5,050

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337.	16-01-221-030	\$29,914
338.	16-01-221-031	\$41,238
339.	16-01-221-032	\$45,219
340.	16-01-221-033	\$14,725
341.	16-01-221-034	\$4,490
342.	16-01-221-035	\$4,310
343.	16-01-221-036	526,578
344.	16-01-221-037	\$4,490
345.	16-01-221-038	\$4,490
346.	16-01-221-039	\$4,490
347.	15-01-221-040	529,112
348.	16-01-221-041	\$42,762
349.	16-01-221-042	\$5,050
350.	16-01-221-043	\$26,893
351.	16-01-221-044	\$29,446
352.	16-01-221-045	\$30,746
353.	16-01-221-046	\$92,464
354.	16-01-226-039	\$16,282
355.	16-01-225-040	\$21,686
356.	16-01-225-041	\$24,524
357.	16-01-225-042	\$23,142
358.	15-01-226-043	\$14,894
359.	16-01-226-044	\$75,645
360.	15-01-226-045	EXEMPT
361.	15-01-226-046	EXEMPT
362.	16-01-226-047	\$33,888
363.	16-01-226-048	\$105,593
364.	15-01-227-033	53,268
365.	16-01-227-034	\$24,933
366.	15-01-227-035	EXEMPT
367.	16-01-227-036	53,258
368.	15-01-227-037	EXEMPT
359.	16-01-227-038	\$26,983
370.	16-01-227-039	\$3,403
371.	16-01-227-040	\$28,242
372.	16-01-227-041	\$79,546
373.	16-01-227-042	\$84,810
374.	16-01-228-036	\$48,928
375.	16-01-228-037	\$37,286
375.	15-01-228-038	EXEMPT
377.	16-01-228-039	\$31,502
378.	15-01-228-040	\$22,350
379.	16-01-228-041	\$18,785

380.	15-01-228-042	59,749
381.	16-01-228-043	54,951
382.	16-01-228-044	\$47,459
383.	16-01-228-045	\$38,659
384.	16-01-228-046	\$34,082
385.	16-01-229-014	EXEMPT
386.	16-01-229-015	57,717
387.	15-01-229-016	57,717
388.	15-01-229-017	\$10,319
389.	16-01-229-018	EXEMPT
390.	16-01-229-019	EXEMPT
391.	15-01-229-020	EXEMPT
392.	16-01-229-030	EXEMPT
393.	16-01-229-031	EXEMPT
394.	15-01-229-032	EXEMPT
395.	16-01-229-033	EXEMPT
396.	16-01-229-034	EXEMPT
397.	15-01-229-040	EXEMPT
398.	16-01-229-046	EXEMPT
399.	16-01-229-047	EXEMPT
400.	16-01-229-048	EXEMPT
401.	16-01-229-049	EXEMPT
402.	16-01-229-050	EXEMPT
403.	16-01-230-001	\$10,249
404.	15-01-230-004	\$170,030
405.	16-01-230-005	\$12,452
406.	16-01-230-013	\$21,778
407.	15-01-230-014	EXEMPT
408.	16-01-230-015	EXEMPT
409.	16-01-230-016	EXEMPT
410.	16-01-230-018	\$33,764
411.	16-01-230-019	\$31,977
412.	16-01-230-021	\$32,927
413.	15-01-230-022	570,553
414.	16-01-230-023	\$61,889
415.	16-01-230-024	59,925
415.	16-01-230-025	59,325
417.	16-01-230-026	\$90,981
418.	16-01-230-027	\$52,713
419.	16-01-230-028	\$179,264
420.	16-01-230-029	\$52,230
421.	15-01-230-030	589,120
422.	16-01-230-031	521,603

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423.	16-01-230-032	EXEMPT
424.	16-01-230-033	\$37,370
425.	16-01-230-034	5128,279
426.	16-01-230-035	EXEMPT
427.	16-01-230-039	5148,283
428.	16-01-230-042	537,651
429.	16-01-231-027	\$422,327
430.	16-01-231-028	559,706
431.	16-01-231-029	\$28,309
432.	16-01-231-030	529,488
433.	16-01-231-031	\$49,511
434.	16-01-231-032	593,830
435.	16-01-231-033	534,129
436.	16-01-231-034	544,537
437.	16-01-231-035	535,083
438.	16-01-231-036	571,511
439.	16-01-231-037	54,866
440.	16-01-231-038	533,006
441.	16-01-231-039	\$43,727
442.	16-01-231-040	59,531
443.	16-01-231-041	510,062
444.	16-01-231-042	553,568
445.	15-01-231-043	\$4,866
446.	15-01-231-044	\$28,572
447.	16-01-231-045	569,745
448.	16-01-231-046	\$70,875
449.	15-01-304-001	\$40,523
450.	16-01-304-002	\$38,277
451.	15-01-304-003	\$314,908
452.	16-01-304-042	\$205,921
453.	16-01-400-001	\$164,914
454.	16-01-400-002	\$9,580
455.	16-01-400-003	\$38,457
456.	16-01-400-004	\$62,235
457.	16-01-400-005	5207,451
458.	16-01-400-006	556,519
459.	16-01-400-007	\$111,125
460.	16-01-400-008	561,623
461.	15-01-400-009	552,589
462.	15-01-400-010	551,748
463.	16-01-400-011	570,778
464.	16-01-400-012	\$45,469
465.	15-01-400-013	\$15,747

466.	15-01-400-014	541,427
467.	16-01-400-015	\$40,714
468.	16-01-400-016	564,902
469.	16-01-400-017	536,975
470.	15-01-400-018	532,043
471.	16-01-400-019	5108,260
472.	15-01-400-020	549,000
473.	16-01-401-001	5100,447
474.	16-01-401-002	518,177
475.	16-01-401-003	525,579
476.	15-01-401-004	569,570
477.	15-01-401-008	\$45,693
478.	15-01-401-009	53,308
479.	16-01-401-010	53,308
480.	15-01-401-011	\$52,175
481.	16-01-401-012	\$66,849
482.	16-01-401-013	\$70,870
483.	16-01-401-014	55,246
484.	16-01-401-015	53,308
485.	16-01-401-017	\$42,653
486.	16-01-401-020	\$51,987
487.	16-01-401-021	\$14,588
488.	16-01-401-022	\$159,368
489.	16-01-401-046	\$32,589
490.	16-01-401-047	\$50,557
491.	16-01-401-048	\$86,223
492.	16-01-401-049	\$88,940
493.	16-01-401-050	\$73,047
494.	16-01-401-051	\$84,322
495.	16-01-401-052	\$69,973
496.	16-01-402-001	\$102,420
497.	16-01-402-002	\$93,225
498.	16-01-402-003	\$95,446
499.	15-01-402-004	\$60,804
500.	16-01-402-005	\$45,744
501.	16-01-402-008	\$430
502.	16-01-402-009	\$37,363
503.	16-01-402-010	\$75,770
504.	16-01-402-011	\$4,812
505.	16-01-402-012	54,812
506.	16-01-402-013	\$44,524
507.	16-01-402-014	\$14,874
508.	16-01-402-015	\$27,047

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509.	16-01-402-016	\$44,645
510.	16-01-402-017	55,003
511.	16-01-402-018	54,830
512.	16-01-402-019	525,714
513.	16-01-402-020	559,172
514.	16-01-402-021	529,193
515.	16-01-402-050	\$31,194
516.	16-01-402-051	\$52,905
517.	15-01-402-052	\$54,923
518.	16-01-402-053	\$1,816
519.	16-01-403-001	\$114,809
520.	16-01-403-002	EXEMPT
521.	16-01-403-003	EXEMPT
522.	16-01-403-004	EXEMPT
523.	16-01-403-005	EXEMPT
524.	16-01-403-006	\$34,592
525.	16-01-403-007	\$35,855
526.	16-01-403-008	5145,571
527.	16-01-403-009	EXEMPT
528.	16-01-403-010	EXEMPT
529.	16-01-403-012	EXEMPT
530.	16-01-403-013	EXEMPT
531.	16-01-403-027	EXEMPT
532.	16-01-403-028	EXEMPT
533.	16-01-403-029	EXEMPT
534.	16-01-403-030	EXEMPT
535.	16-01-403-031	EXEMPT
536.	16-02-105-015	510,994
537.	16-02-105-015	522,813
538.	16-02-105-017	5228,376
539.	16-02-105-018	556,100
540.	16-02-105-026	\$4,886
541.	16-02-106-001	EXEMPT
542.	16-02-107-001	\$89,676
543.	16-02-107-002	\$17,219
544.	16-02-107-003	\$70,582
545.	16-02-107-004	531,982
546.	15-02-107-005	529,981
547.	16-02-107-006	525,532
548.	16-02-107-007	538,738
549.	16-02-107-008	512,882
550.	15-02-107-009	557,891
551.	16-02-200-001	EXEMPT

552.	16-02-200-002	\$30,179
553.	16-02-200-003	\$29,171
554.	16-02-200-004	\$46,961
555.	16-02-200-005	\$4,518
556.	16-02-200-006	\$17,332
557.	16-02-200-007	573,882
558.	16-02-200-008	EXEMPT
559.	16-02-200-009	535,303
560.	16-02-200-010	595,135
561.	16-02-200-011	549,385
562.	16-02-200-012	513,165
563.	16-02-200-013	527,209
564.	16-02-200-014	\$21,724
555.	16-02-200-015	EXEMPT
566.	16-02-200-016	\$44,760
567.	16-02-200-017	\$42,701
568.	15-02-200-018	\$57,554
569.	16-02-200-019	\$30,506
570.	16-02-200-020	534,302
571.	16-02-201-001	572,923
572.	16-02-201-002	557,721
573.	16-02-201-003	527,290
574.	16-02-201-004	518,911
575.	15-02-201-005	573,524
576.	16-02-201-006	530,370
577.	16-02-201-007	531,082
578.	15-02-201-008	530,373
579.	16-02-201-009	520,435
580.	16-02-201-010	\$4,618
581.	16-02-201-011	EXEMPT
582.	16-02-201-012	\$29,324
583.	16-02-201-013	525,768
584.	16-02-201-014	526,630
585.	16-02-201-015	552,518
586.	16-02-201-018	545,942
587.	15-02-201-019	5129,567
588.	16-02-201-045	\$107,772
589.	16-02-202-001	\$122,065
590.	16-02-202-002	\$55,568
591.	16-02-202-003	\$11,973
592.	15-02-202-004	\$20,315
593.	16-02-202-005	\$35,058
594.	16-02-202-006	555,733

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595.	15-02-202-007	\$25,446
595.	16-02-202-008	\$178,235
597.	16-02-202-009	5120,206
598.	16-02-202-010	562,172
599.	16-02-202-011	5120,206
600.	16-02-202-012	\$89,635
501.	16-02-203-001	\$51,762
602.	16-02-203-002	\$54,791
603.	16-02-203-003	\$60,896
604.	16-02-203-004	\$213,798
605.	16-02-203-005	\$12,031
606.	16-02-203-006	\$24,638
607.	16-02-203-007	\$42,796
608.	15-02-203-008	\$42,796
609.	16-02-203-009	5122,540
610.	16-02-203-023	\$333,702
611.	16-02-203-024	EXEMPT
612.	16-02-203-025	\$451,160
613.	17-06-100-001	\$78,592
614.	17-06-100-002	57,343
615.	17-06-100-003	\$21,454
616.	17-06-100-004	\$56,102
617.	17-05-100-005	EXEMPT
618.	17-06-100-006	\$27,107
619.	17-06-100-007	\$68,656
620.	17-06-100-008	\$37,790
521.	17-05-100-009	\$45,712
522.	17-06-100-010	\$4,978
523.	17-06-100-011	\$117,384
524.	17-06-100-012	\$52,124
525.	17-06-100-013	\$5,015
526.	17-06-100-014	\$45,696
527.	17-06-100-015	\$47,328
528.	17-06-100-019	\$161,153
629.	17-06-100-020	EXEMPT
630.	17-06-100-028	\$157,004
631.	17-06-108-001	EXEMPT
632.	17-06-108-002	EXEMPT
633.	17-06-108-003	EXEMPT
634.	17-06-108-004	EXEMPT
535.	17-06-108-005	EXEMPT
635.	17-06-108-006	EXEMPT
537.	17-06-108-007	EXEMPT

638.	17-06-108-008	EXEMPT
539.	17-05-108-016	EXEMPT
640.	17-06-108-017	EXEMPT
641.	17-06-108-018	EXEMPT
642.	17-05-108-019	EXEMPT
643.	17-06-108-020	EXEMPT
644.	17-06-108-021	EXEMPT
645.	17-06-108-022	EXEMPT
646.	17-06-108-023	\$38,756
647.	17-06-108-024	EXEMPT
648.	17-06-108-025	EXEMPT
649.	17-06-108-026	EXEMPT
650.	17-06-108-027	EXEMPT
651.	17-06-108-028	EXEMPT
552.	17-06-108-029	EXEMPT
653.	17-06-108-030	EXEMPT
654.	17-06-108-031	EXEMPT
655.	17-06-108-039	EXEMPT
656.	17-06-108-040	EXEMPT
657.	17-06-108-041	EXEMPT
658.	17-06-108-042	EXEMPT
659.	17-06-108-043	EXEMPT
660.	17-06-108-044	EXEMPT
661.	17-06-108-045	EXEMPT
662.	17-06-108-046	EXEMPT
663.	17-06-108-048	51,795,969
664.	17-06-109-002	EXEMPT
665.	17-06-109-003	EXEMPT
666.	17-05-114-001	\$72,873
667.	17-06-114-002	\$10,582
668.	17-05-114-003	\$10,582
669.	17-05-114-004	570,240
670.	17-05-114-005	545,289
671.	17-06-114-006	\$4,816
672.	17-06-114-007	522,066
673.	17-06-114-008	\$42,811
674.	17-06-114-009	\$44,722
675.	17-06-114-010	\$9,781
676.	17-06-114-011	\$12,985
677.	17-06-114-012	\$10,244
578.	17-06-114-013	\$23,235
679.	17-06-114-014	512,520
580.	17-06-114-015	\$14,921

Table 2.
 (To Humboldt Park Commercial Tax Increment
 Financing Redevelopment Plan And Project)

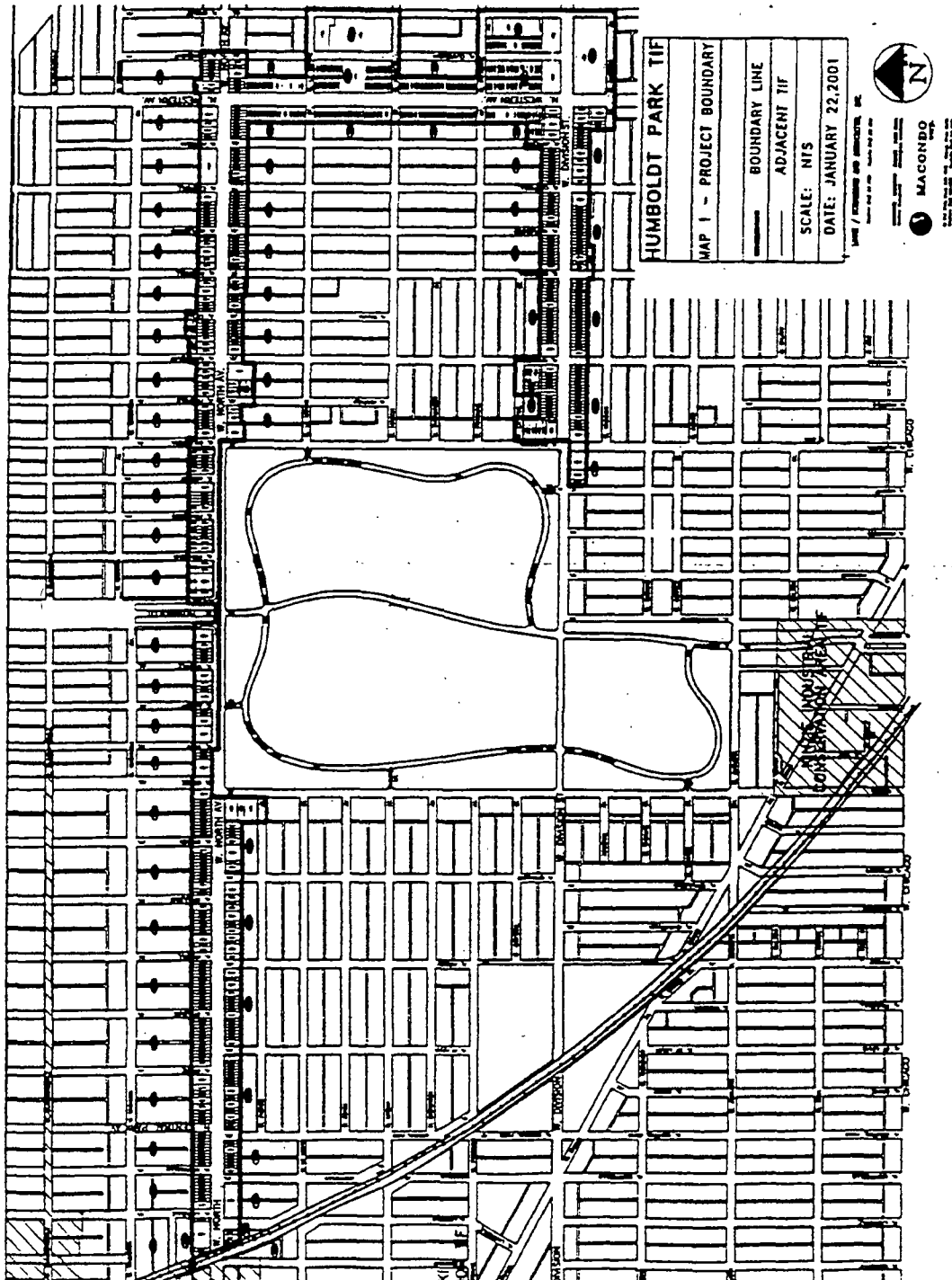
1999 Equalized Assessed Valuation.
 (Page 9 of 9)

681.	17-06-114-016	\$12,351
682.	17-06-114-017	\$47,303
683.	17-06-114-018	\$28,750
684.	17-06-114-019	\$33,895
685.	17-06-114-020	\$39,413
686.	17-06-114-021	530,755
687.	17-06-114-022	\$8,322
688.	17-06-114-023	\$4,672
689.	17-06-122-001	EXEMPT
690.	17-06-122-002	EXEMPT
691.	17-06-122-005	EXEMPT
692.	17-06-122-006	EXEMPT
693.	17-06-122-015	EXEMPT
694.	17-06-122-016	EXEMPT
695.	17-06-122-017	EXEMPT
696.	17-06-122-018	EXEMPT
697.	17-06-122-019	EXEMPT
698.	17-06-122-022	EXEMPT
699.	17-06-122-023	EXEMPT
700.	17-06-122-028	EXEMPT
701.	17-06-122-029	EXEMPT
702.	17-06-122-033	EXEMPT
703.	17-06-122-034	EXEMPT
704.	17-06-122-038	EXEMPT
705.	17-06-122-039	EXEMPT
706.	17-06-122-040	EXEMPT

707.	17-06-122-041	EXEMPT
708.	17-05-122-042	EXEMPT
709.	17-06-122-043	EXEMPT
710.	17-06-122-045	EXEMPT
711.	17-06-122-045	EXEMPT
712.	17-06-122-047	\$5,570
713.	17-06-123-001	EXEMPT
714.	17-06-123-002	EXEMPT
715.	17-06-123-003	\$2,971
716.	17-06-123-004	EXEMPT
717.	17-06-123-005	EXEMPT
718.	17-06-123-006	EXEMPT
719.	17-06-123-011	EXEMPT
720.	17-06-123-014	EXEMPT
721.	17-06-123-015	EXEMPT
722.	17-06-123-016	EXEMPT
723.	17-06-123-017	EXEMPT
724.	17-06-123-018	EXEMPT
725.	17-06-123-019	EXEMPT
726.	17-06-123-020	EXEMPT
727.	17-06-123-025	EXEMPT
728.	17-06-123-026	EXEMPT
729.	17-06-123-027	EXEMPT
730.	17-06-300-006	EXEMPT
	TOTAL	\$32,269,485

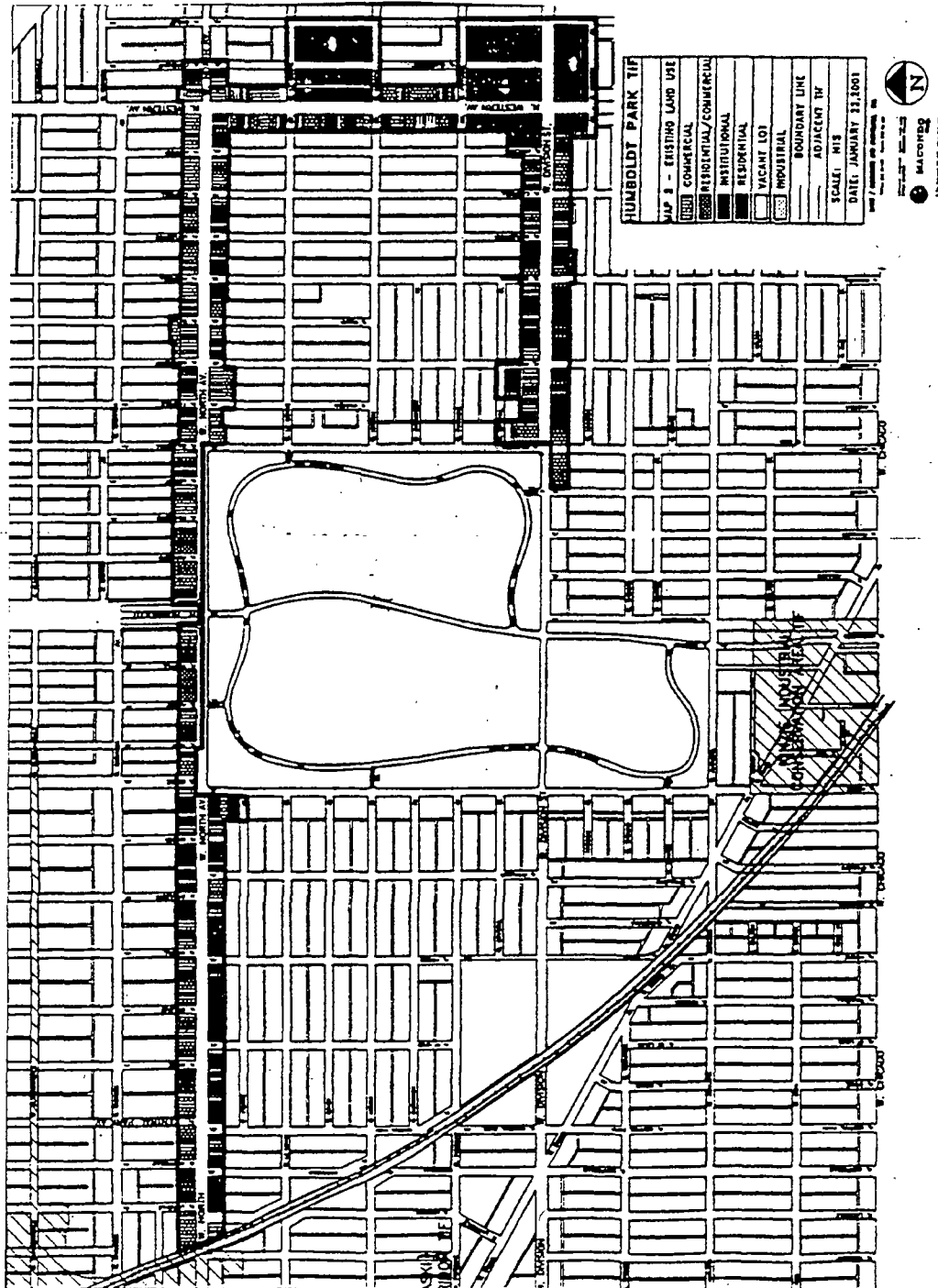
(Sub)Exhibit 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

Map 1 -- Project Boundary.



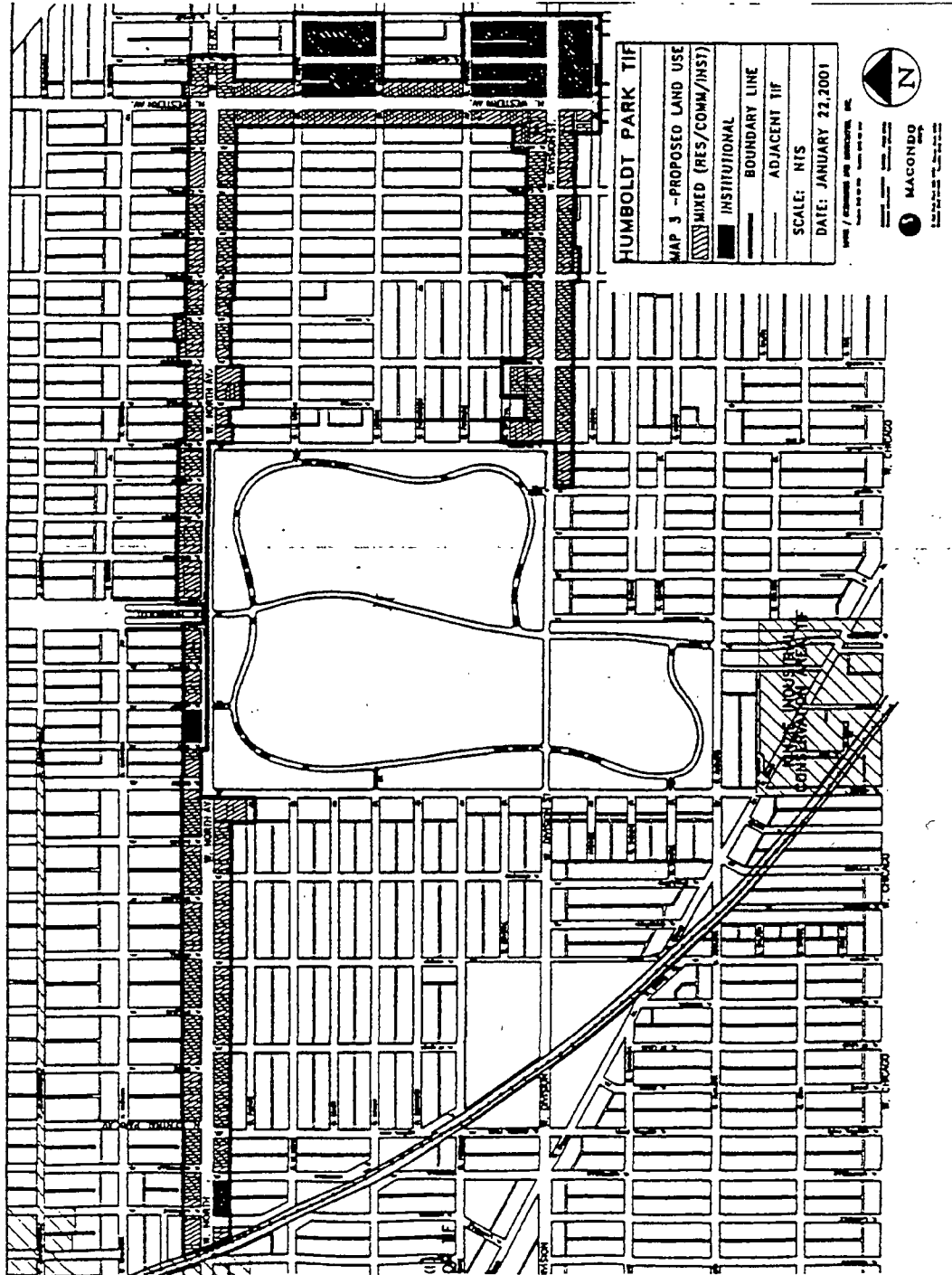
(Sub)Exhibit 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

Map 2 -- Existing Land-Use.



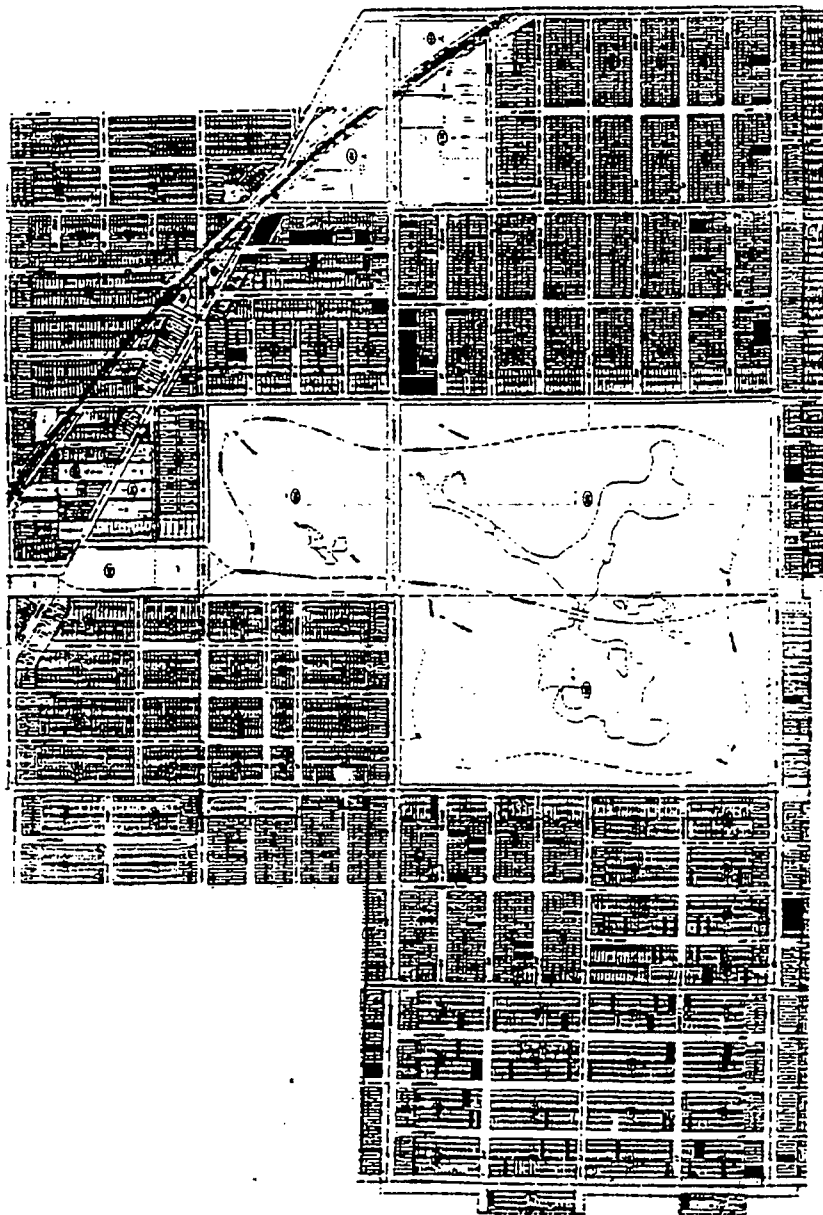
(Sub)Exhibit 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

Map 3 -- Proposed Land-Use.



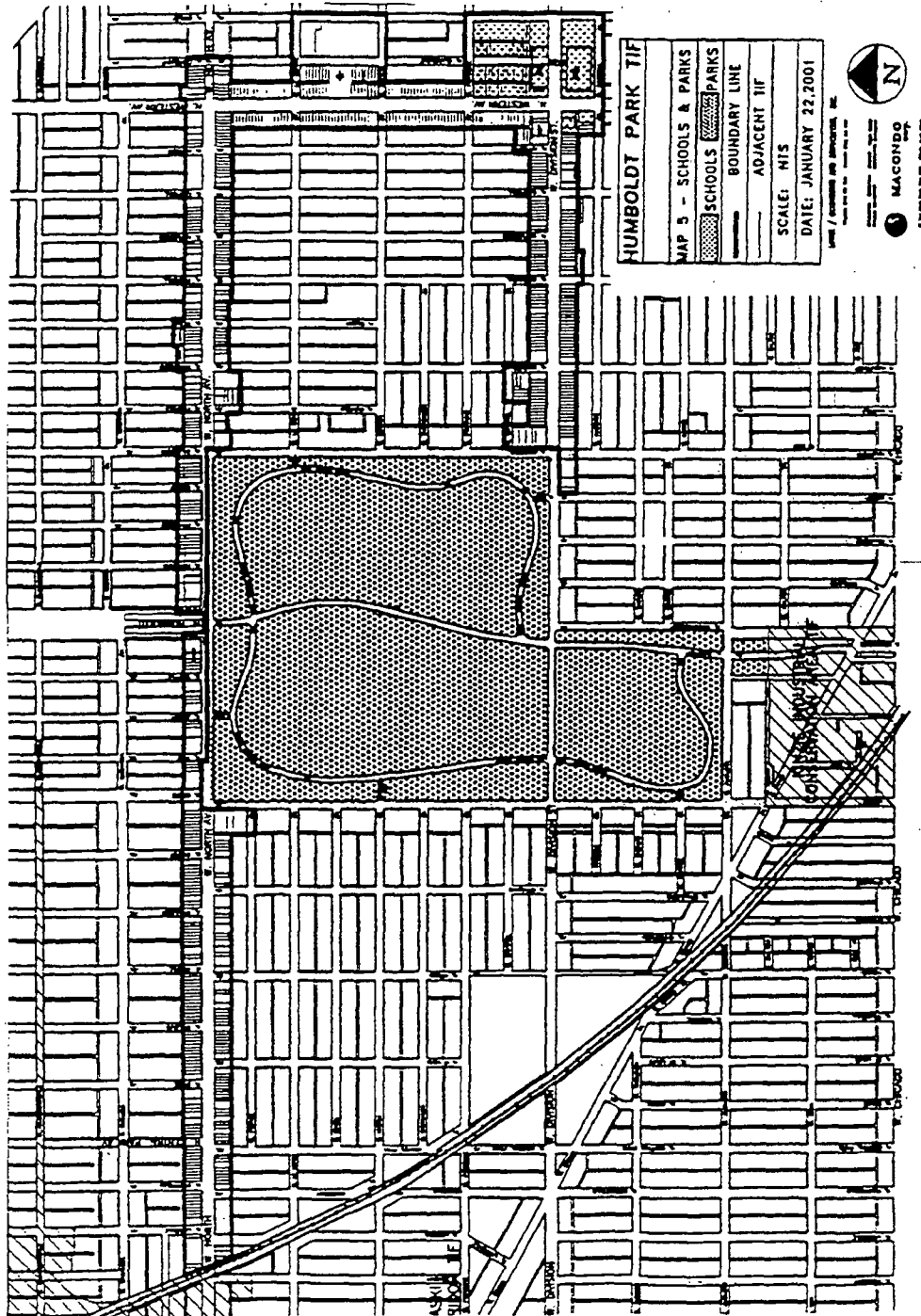
(Sub)Exhibit 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

Map 4 - Acquisition Map.



(Sub)Exhibit 2.
(To Humboldt Park Commercial Tax Increment
Financing Redevelopment Plan And Project)

Map 5 -- Schools And Parks.



(Sub)Exhibit 2.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Building Code Violations.

1) 2538 West North Avenue	January 19, 1993
2) 2543 West North Avenue	January 19, 1993
3) 3709 West North Avenue	January 19, 1993
4) 2721 West Division Street	March 17, 1993
5) 1300 North Western Avenue	March 29, 1993
6) 1401 North Western Avenue	March 29, 1993
7) 3224 West North Avenue	April 29, 1993
8) 2401 West North Avenue	May 20, 1993
9) 2423 West North Avenue	June 24, 1993
10) 1402 North Western Avenue	July 27, 1993
11) 3614 West North Avenue	August 25, 1993
12) 2540 West North Avenue	August 26, 1993
13) 2716 West North Avenue	September 1, 1993
14) 2739 West Division Street	September 3, 1993
15) 1414 North Western Avenue	October 15, 1993
16) 1458 North Western Avenue	October 15, 1993
17) 1304 North Western Avenue	October 19, 1993
18) 2707 West Division Street	February 15, 1994

19)	1550 North Kedzie Avenue	April 6, 1994
20)	3319 West North Avenue	June 1, 1994
21)	2910 West North Avenue	June 13, 1994
22)	2908 West North Avenue	June 14, 1994
23)	2542 West North Avenue	June 24, 1994
24)	1418 North Western Avenue	July 6, 1994
25)	1430 North Western Avenue	July 14, 1994
26)	1500 North Western Avenue	July 14, 1994
27)	1434 North Western Avenue	November 3, 1994
28)	2706 West Division Street	December 23, 1994
29)	2631 West Division Street	December 27, 1994
30)	2648 West Division Street	December 27, 1994
31)	2711 West Division Street	December 27, 1994
32)	2659 West Division Street	December 28, 1994
33)	2743 West Division Street	December 28, 1994
34)	2845 West Division Street	January 20, 1995
35)	3447 West North Avenue	January 31, 1995
36)	2653 West North Avenue	February 9, 1995
37)	3046 West North Avenue	February 10, 1995
38)	2601 West North Avenue	February 23, 1995
39)	2603 West North Avenue	February 23, 1995
40)	1450 North Western Avenue	March 3, 1995

41)	3636 West North Avenue	March 20, 1995
42)	1347 North Western Avenue	March 24, 1995
43)	2536 West North Avenue	April 6, 1995
44)	2547 West North Avenue	April 10, 1995
45)	2549 West North Avenue	April 10, 1995
46)	3134 West North Avenue	April 21, 1995
47)	3228 West North Avenue	April 21, 1995
48)	3233 West North Avenue	April 21, 1995
49)	2629 West Division Street	April 24, 1995
50)	3553 West North Avenue	April 24, 1995
51)	3613 West North Avenue	April 24, 1995
52)	2609 West Division Street	May 8, 1995
53)	2611 West Division Street	May 8, 1995
54)	2636 West Division Street	May 8, 1995
55)	2640 West Division Street	May 8, 1995
56)	2525 West Division Street	May 11, 1995
57)	2627 West Division Street	May 11, 1995
58)	2527 West Division Street	May 17, 1995
59)	2651 West North Avenue	May 17, 1995
60)	2540 West Division Street	May 22, 1995
61)	2543 West Division Street	May 22, 1995
62)	3722 West North Avenue	June 26, 1995

63)	2500 West North Avenue	June 30, 1995
64)	2720 West North Avenue	June 30, 1995
65)	2738 West North Avenue	June 30, 1995
66)	1608 North Rockwell Street	July 5, 1995
67)	2614 West North Avenue	July 5, 1995
68)	2615 West North Avenue	July 5, 1995
69)	2646 West North Avenue	July 5, 1995
70)	1313 North Western Avenue	July 13, 1995
71)	1315 North Western Avenue	July 13, 1995
72)	1340 North Western Avenue	July 13, 1995
73)	1352 North Western Avenue	July 13, 1995
74)	1420 North Western Avenue	July 13, 1995
75)	1428 North Western Avenue	July 14, 1995
76)	1535 North Western Avenue	July 14, 1995
77)	1538 North Western Avenue	July 18, 1995
78)	1440 North Western Avenue	July 19, 1995
79)	1507 North Western Avenue	July 19, 1995
80)	3537 West North Avenue	August 1, 1995
81)	3250 West North Avenue	August 8, 1995
82)	2725 West Division Street	August 23, 1995
83)	2718 West Division Street	September 5, 1995
84)	2620 West North Avenue	September 18, 1995

85)	2425 West Division Street	September 27, 1995
86)	2751 West Division Street	September 27, 1995
87)	2801 West Division Street	September 27, 1995
88)	3603 West North Avenue	September 29, 1995
89)	1617 North Fairfield Avenue	October 5, 1995
90)	3705 West North Avenue	October 10, 1995
91)	1452 North Western Avenue	October 18, 1995
92)	2745 West Division Street	October 18, 1995
93)	1529 North Western Avenue	October 19, 1995
94)	3016 West North Avenue	November 29, 1995
95)	3325 West North Avenue	February 7, 1996
96)	3337 West North Avenue	February 7, 1996
97)	2436 West Division Street	February 16, 1996
98)	2438 West Division Street	February 16, 1996
99)	2712 West Division Street	February 16, 1996
100)	2714 West Division Street	February 16, 1996
101)	2716 West Division Street	February 16, 1996
102)	2724 West Division Street	February 16, 1996
103)	2726 West Division Street	February 16, 1996
104)	2734 West Division Street	February 16, 1996
105)	2736 West Division Street	February 16, 1996
106)	2738 West Division Street	February 16, 1996

107)	2912 West North Avenue	February 16, 1996
108)	2444 West Division Street	February 20, 1996
109)	2446 West Division Street	February 20, 1996
110)	2448 West Division Street	February 20, 1996
111)	2450 West Division Street	February 20, 1996
112)	2502 West Division Street	February 20, 1996
113)	2506 West Division Street	February 20, 1996
114)	2510 West Division Street	February 20, 1996
115)	2516 West Division Street	February 20, 1996
116)	2534 West Division Street	February 20, 1996
117)	2622 West Division Street	February 20, 1996
118)	2626 West Division Street	February 20, 1996
119)	2628 West Division Street	February 20, 1996
120)	2632 West Division Street	February 20, 1996
121)	2638 West Division Street	February 20, 1996
122)	2646 West Division Street	February 20, 1996
123)	2654 West Division Street	February 20, 1996
124)	2536 West Division Street	February 21, 1996
125)	2542 West Division Street	February 21, 1996
126)	2546 West Division Street	February 21, 1996
127)	2548 West Division Street	February 21, 1996
128)	2550 West Division Street	February 21, 1996

129)	2552 West Division Street	February 21, 1996
130)	2556 West Division Street	February 21, 1996
131)	2600 West Division Street	February 21, 1996
132)	1600 North Western Avenue	February 26, 1996
133)	2412 West North Avenue	February 26, 1996
134)	2418 West North Avenue	February 26, 1996
135)	2411 West North Avenue	February 27, 1996
136)	2419 West North Avenue	February 27, 1996
137)	2425 West North Avenue	February 27, 1996
138)	2501 West North Avenue	February 28, 1996
139)	2507 West North Avenue	February 28, 1996
140)	2509 West North Avenue	February 28, 1996
141)	2515 West North Avenue	February 28, 1996
142)	2517 West North Avenue	February 28, 1996
143)	2519 West North Avenue	February 28, 1996
144)	2521 West North Avenue	February 28, 1996
145)	2604 West North Avenue	February 28, 1996
146)	2610 West North Avenue	February 28, 1996
147)	2624 West North Avenue	February 28, 1996
148)	2642 West North Avenue	February 28, 1996
149)	2644 West North Avenue	February 28, 1996
150)	1600 North Washtenaw Avenue	February 29, 1996

151)	2541 West North Avenue	February 29, 1996
152)	2545 West North Avenue	February 29, 1996
153)	2557 West North Avenue	February 29, 1996
154)	2559 West North Avenue	February 29, 1996
155)	2625 West North Avenue	February 29, 1996
156)	2722 West North Avenue	February 29, 1996
157)	2617 West North Avenue	March 1, 1996
158)	2635 West North Avenue	March 1, 1996
159)	2645 West North Avenue	March 1, 1996
160)	2653 West North Avenue	March 1, 1996
161)	2734 West North Avenue	March 1, 1996
162)	2808 West North Avenue	March 1, 1996
163)	2810 West North Avenue	March 1, 1996
164)	2818 West North Avenue	March 1, 1996
165)	2735 West North Avenue	March 5, 1996
166)	2741 West North Avenue	March 5, 1996
167)	2914 West North Avenue	March 5, 1996
168)	3000 West North Avenue	March 5, 1996
169)	3018 West North Avenue	March 5, 1996
170)	3142 West North Avenue	March 6, 1996
171)	3208 West North Avenue	March 6, 1996
172)	3214 West North Avenue	March 6, 1996

173)	3231 West North Avenue	March 6, 1996
174)	3237 West North Avenue	March 6, 1996
175)	3218 West North Avenue	March 7, 1996
176)	3220 West North Avenue	March 7, 1996
177)	3230 West North Avenue	March 7, 1996
178)	3234 West North Avenue	March 7, 1996
179)	3251 West North Avenue	March 7, 1996
180)	3252 West North Avenue	March 7, 1996
181)	3253 West North Avenue	March 7, 1996
182)	3259 West North Avenue	March 7, 1996
183)	3260 West North Avenue	March 7, 1996
184)	3262 West North Avenue	March 7, 1996
185)	3300 West North Avenue	March 7, 1996
186)	3304 West North Avenue	March 7, 1996
187)	3311 West North Avenue	March 7, 1996
188)	3335 West North Avenue	March 7, 1996
189)	3347 West North Avenue	March 7, 1996
190)	3349 West North Avenue	March 7, 1996
191)	3409 West North Avenue	March 8, 1996
192)	3411 West North Avenue	March 8, 1996
193)	3417 West North Avenue	March 8, 1996
194)	3421 West North Avenue	March 8, 1996

195)	3423 West North Avenue	March 8, 1996
196)	3427 West North Avenue	March 8, 1996
197)	3437 West North Avenue	March 8, 1996
198)	3439 West North Avenue	March 8, 1996
199)	3441 West North Avenue	March 8, 1996
200)	3445 West North Avenue	March 8, 1996
201)	1606 North Spaulding Avenue	March 11, 1996
202)	3306 West North Avenue	March 11, 1996
203)	3310 West North Avenue	March 11, 1996
204)	3312 West North Avenue	March 11, 1996
205)	3332 West North Avenue	March 11, 1996
206)	3334 West North Avenue	March 11, 1996
207)	3338 West North Avenue	March 11, 1996
208)	3356 West North Avenue	March 11, 1996
209)	3412 West North Avenue	March 11, 1996
210)	3449 West North Avenue	March 11, 1996
211)	3451 West North Avenue	March 11, 1996
212)	3505 West North Avenue	March 11, 1996
213)	3507 West North Avenue	March 11, 1996
214)	3509 West North Avenue	March 11, 1996
215)	3515 West North Avenue	March 11, 1996
216)	3519 West North Avenue	March 11, 1996

217)	3523 West North Avenue	March 11, 1996
218)	3527 West North Avenue	March 11, 1996
219)	3533 West North Avenue	March 11, 1996
220)	3547 West North Avenue	March 11, 1996
221)	3551 West North Avenue	March 11, 1996
222)	3420 West North Avenue	March 12, 1996
223)	3428 West North Avenue	March 12, 1996
224)	3430 West North Avenue	March 12, 1996
225)	3434 West North Avenue	March 12, 1996
226)	3444 West North Avenue	March 12, 1996
227)	3448 West North Avenue	March 12, 1996
228)	3454 West North Avenue	March 12, 1996
229)	3462 West North Avenue	March 12, 1996
230)	3414 West North Avenue	March 13, 1996
231)	2641 West Division Street	March 21, 1996
232)	1603 North Richmond Street	March 26, 1996
233)	2415 West North Avenue	March 27, 1996
234)	1612 North Talman Avenue	March 28, 1996
235)	1520 North Western Avenue	April 15, 1996
236)	3622 West North Avenue	May 7, 1996
237)	1524 North Kedzie Avenue	May 15, 1996
238)	3221 West North Avenue	May 21, 1996

239)	2740 West North Avenue	June 1, 1996
240)	2814 West North Avenue	June 1, 1996
241)	2727 West Division Street	June 19, 1996
242)	2504 West Division Street	June 20, 1996
243)	2642 West Division Street	June 20, 1996
244)	3517 West North Avenue	June 26, 1996
245)	2523 West North Avenue	June 28, 1996
246)	3200 West North Avenue	August 6, 1996
247)	2607 West Division Street	August 14, 1996
248)	3612 West North Avenue	September 10, 1996
249)	2703 West Division Street	September 16, 1996
250)	2435 West Division Street	September 18, 1996
251)	2511 West Division Street	September 18, 1996
252)	2539 West Division Street	September 18, 1996
253)	2630 West Division Street	September 19, 1996
254)	2643 West Division Street	September 19, 1996
255)	2709 West Division Street	September 19, 1996
256)	2729 West Division Street	September 20, 1996
257)	551 North California Avenue	September 24, 1996
258)	1311 North Western Avenue	October 4, 1996
259)	1357 North Western Avenue	October 4, 1996
260)	1305 North Western Avenue	November 25, 1996

261)	3701 West North Avenue	December 5, 1996
262)	2701 West North Avenue	December 10, 1996
263)	2825 West Division Street	December 16, 1996
264)	2429 West Division Street	December 26, 1996
265)	2733 West Division Street	January 6, 1997
266)	1406 North Western Avenue	January 22, 1997
267)	2942 West North Avenue	January 22, 1997
268)	1547 North Washtenaw Avenue	February 5, 1997
269)	2519 West Division Street	February 26, 1997
270)	1609 North Albany Avenue	March 7, 1997
271)	2700 West Division Street	March 12, 1997
272)	2649 West North Avenue	March 18, 1997
273)	1532 North Western Avenue	March 31, 1997
274)	1553 North Monticeilo Avenue	March 31, 1997
275)	3330 West North Avenue	March 31, 1997
276)	3348 West North Avenue	March 31, 1997
277)	3535 West North Avenue	March 31, 1997
278)	1601 North Lawndale Avenue	April 1, 1997
279)	1344 North Western Avenue	April 2, 1997
280)	1353 North Western Avenue	April 2, 1997
281)	3638 West North Avenue	April 15, 1997
282)	3640 West North Avenue	April 15, 1997

283)	2827 West Division Street	May 7, 1997
284)	3541 West North Avenue	May 8, 1997
285)	1308 North Western Avenue	May 19, 1997
286)	3707 West North Avenue	May 30, 1997
287)	2932 West North Avenue	June 20, 1997
288)	1328 North Western Avenue	July 28, 1997
289)	3605 West North Avenue	August 19, 1997
290)	2846 West North Avenue	August 28, 1997
291)	1615 North Western Avenue	September 2, 1997
292)	1502 North Western Avenue	September 15, 1997
293)	1506 North Western Avenue	December 19, 1997
294)	1537 North Western Avenue	January 12, 1998
295)	1523 North Western Avenue	January 14, 1998
296)	2605 West North Avenue	January 20, 1998
297)	3611 West North Avenue	February 9, 1998
298)	3601 West North Avenue	February 21, 1998
299)	1431 North Western Avenue	April 8, 1998
300)	1514 North Western Avenue	April 8, 1998
301)	1518 North Western Avenue	April 8, 1998
302)	3340 West North Avenue	April 14, 1998
303)	3354 West North Avenue	April 15, 1998
304)	3406 West North Avenue	April 15, 1998

305)	3422 West North Avenue	April 15, 1998
306)	3456 West North Avenue	April 15, 1998
307)	3604 West North Avenue	April 15, 1998
308)	3110 West North Avenue	April 20, 1998
309)	1609 North California Avenue	April 25, 1998
310)	3610 West North Avenue	May 15, 1998
311)	2815 West Division Street	May 29, 1998
312)	2427 West Division Street	June 8, 1998
313)	1530 North Kedzie Avenue	July 16, 1998
314)	2522 West Division Street	August 7, 1998
315)	2511 West North Avenue	August 31, 1998
316)	2550 West North Avenue	August 31, 1998
317)	1613 North Humboldt Boulevard	September 18, 1998
318)	2656 West North Avenue	September 30, 1998
319)	2712 West North Avenue	September 30, 1998
320)	1626 North Whipple Street	October 20, 1998
321)	1616 North Whipple Street	December 8, 1998
322)	2650 West Division Street	December 8, 1998
323)	1336 North Western Avenue	December 30, 1998
324)	1551 North Saint Louis Avenue	February 25, 1999
325)	1316 North Western Avenue	April 13, 1999
326)	2744 West Division Street	April 29, 1999

327)	3038 West North Avenue	June 22, 1999
328)	3136 West North Avenue	June 22, 1999
329)	3258 West North Avenue	June 23, 1999
330)	2517 West Division Street	July 6, 1999
331)	2605 West Division Street	August 9, 1999
332)	2649 West Division Street	October 20, 1999
333)	2651 West Division Street	October 21, 1999
334)	2435 West North Avenue	October 27, 1999
335)	2541 West Division Street	October 27, 1999
336)	2547 West Division Street	October 27, 1999
337)	2735 West Division Street	October 28, 1999
338)	1341 North Western Avenue	November 23, 1999
339)	1356 North Western Avenue	November 23, 1999
340)	1400 North Western Avenue	November 23, 1999
341)	1432 North Western Avenue	November 26, 1999
342)	2618 West Division Street	November 30, 1999
343)	2828 West North Avenue	December 13, 1999
344)	1540 North Western Avenue	December 20, 1999
345)	1358 North Western Avenue	January 13, 2000
346)	2746 West Division Street	March 8, 2000
347)	1609 North Mozart Street	March 30, 2000
348)	1326 North Western Avenue	April 17, 2000
349)	1349 North Western Avenue	August 9, 2000

(Sub)Exhibit 3.
 (To Eligibility Study To Humboldt Park Commercial Tax
 Increment Financing Redevelopment Plan And Project)

Distribution Of Criteria Matrix.
 (Page 1 of 3)

EXHIBIT 3 - DISTRIBUTION OF CRITERIA MATRIX

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13
1.	13-35-32e			X	X	X					X	X			
2.	13-35-327	X	P	X	X	P					X	X			
3.	13-35-328	X	X	X	X	P					X	X			
4.	13-35-418	X		X	X						X	X			
5.	13-35-419	X		X	X						X	X			
6.	13-35-420	P		X	X	X					X	X			
7.	13-35-421	X		X	X	X		X			X	X			
8.	13-35-422	X		X	X	X		P			X	X			
9.	13-35-423	X		X	X	X					X	X			
10.	13-36-324	X		X	X	X		X			X	X			
11.	13-36-325	X		X	X	X					X	X			
12.	13-36-326	X		X	X	X					X	X			
13.	13-36-327	P	P	X	X	X		P			X	X			
14.	13-35-328	X		X	X	P					X	X			
15.	13-36-329	X		X	X	X		P			X	X			
16.	13-36-330	X		P	P	X					P	X			
17.	13-36-331	X	P	X	X	X		P			X	X			
18.	13-36-425	X		X	X	X		X			X	X			
19.	13-36-425	X		X	X	X		P			X	X			
20.	13-36-427	X	P	X	X	X		X			X	X			
21.	13-36-428	X	P	X	X	X		P			X	X			
22.	13-36-429	X		X	X	X					X	X			
23.	13-36-430	X		X	X	P					X	X			
24.	13-36-431				X						P	X			
25.	13-36-432	X		X	X	X		P			X	X			
26.	14-31-326	X		X	X			P			X	X			

Key X Present to a Major Extent
 P Present
 Not Present

- Criteria
1. Dilapidation
 2. Obsolescence
 3. Deterioration
 4. Presence of structures below minimum code standards
 5. Illegal use of individual structures
 6. Excessive vacancies
 7. Lack of ventilation, fire or sanitary facilities
 8. Inadequate utilities
 9. Excessive land coverage and overcrowding of structures and community facilities.
 10. Deteriorous land use or layout
 11. Environmental clean-up
 12. Lack of community planning
 13. EAV comparison

(Sub)Exhibit 3.
 (To Eligibility Study To Humboldt Park Commercial Tax
 Increment Financing Redevelopment Plan And Project)

Distribution Of Criteria Matrix.
 (Page 2 of 3)

EXHIBIT 3 - DISTRIBUTION OF CRITERIA MATRIX
 (CONTINUED PAGE 2)

	Block	Age	1	2	3	4	5	6	7	8	9	10	11	12	13
27.	16-1-200	X	P	X	X	X					X	X			
28.	16-1-201	P		X	X	X					X	X			
29.	16-1-202	X		X	X	X		P			X	X			
30.	16-1-203	X		X	X	X					X	X			
31.	16-1-204	X		X	X	X		P			X	X			
32.	16-1-206	X	P	X	X	X					X	X			
33.	16-1-206	X	P	X	X	X					X	X			
34.	16-1-207	X		X	X	X		P			X	X			
35.	16-1-215	X		X	X	X					X	X			
36.	16-1-221	X		X	X			P			X	X			
37.	16-1-226	X		X	X	X		P			X	X			
38.	16-1-227	X		X	X	X		P			X	X			
39.	16-1-228	X		X	X			P			X	X			
40.	16-1-229	X		X	X							X			
41.	16-1-230	X		X	X	X		P			X	X			
42.	16-1-231	X		X	X	X		P			X	X			
43.	16-1-304	X	P	X	X	X						X			
44.	16-1-400	X	P	X	X	X					X	X			
45.	16-1-401	P		X	X	X		P			X	X			
46.	16-1-402	X		X	X	X		P			X	X			
47.	16-1-403	X		X	X	X		P			X	X			
48.	16-2-105	X		X	X	X		X			X	X			
49.	15-2-106	X	P	P	X						X	X			
50.	16-2-107	X	X	X	X	X					X	X			

Key X Present to a Major Extent
 P Present
 Not Present

Criteria

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below minimum code standards
5. Illegal use of individual structures
6. Excessive vacancies
7. Lack of sanitation, light or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities.
10. Detrimental land use or layout
11. Environmental clean-up
12. Lack of community planning
13. EAV expansion

(Sub)Exhibit 3.

(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

*Distribution Of Criteria Matrix.**(Page 3 of 3)*

	Block	Ago	1	2	3	4	5	6	7	8	9	10	11	12	13
51.	16-2-200	X	P	X	X	X		P			X	X			
52.	16-2-201	X		X	X	X					X	X			
53.	16-2-202	X		X	X	X		P			X	X			
54.	16-2-203	X		X	X	X		P			X	X			
55.	17-6-100	X	P	X	X	X					X	X			
56.	17-6-108	X			X	P					P	P			
57.	17-6-109	P			X						X	X			
58.	17-6-114	X	P	X	X	X		P			P	X			
59.	17-6-122				X										
60.	17-6-123				X										
61.	17-6-300				X										

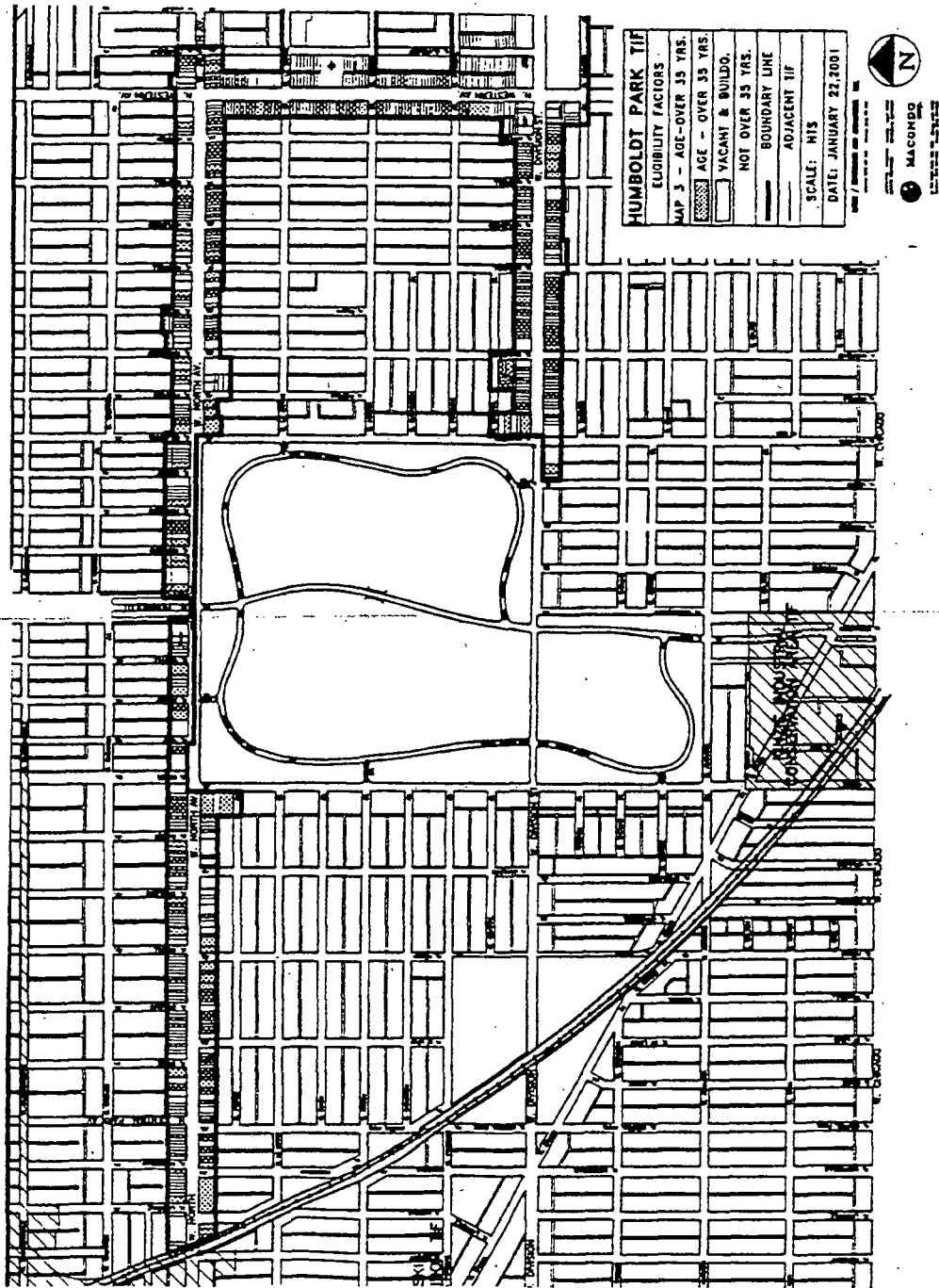
Key X Present to a Major Extent
 P Present
 Not Present

Criteria

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below minimum code standards
5. Illegal use of Individual structures
5. Excessive vacancies
7. Lack of ventilation, light or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities.
10. Deleterious land use or layout
11. Environmental clean-up
12. Lack of community planning
13. EAV comparison

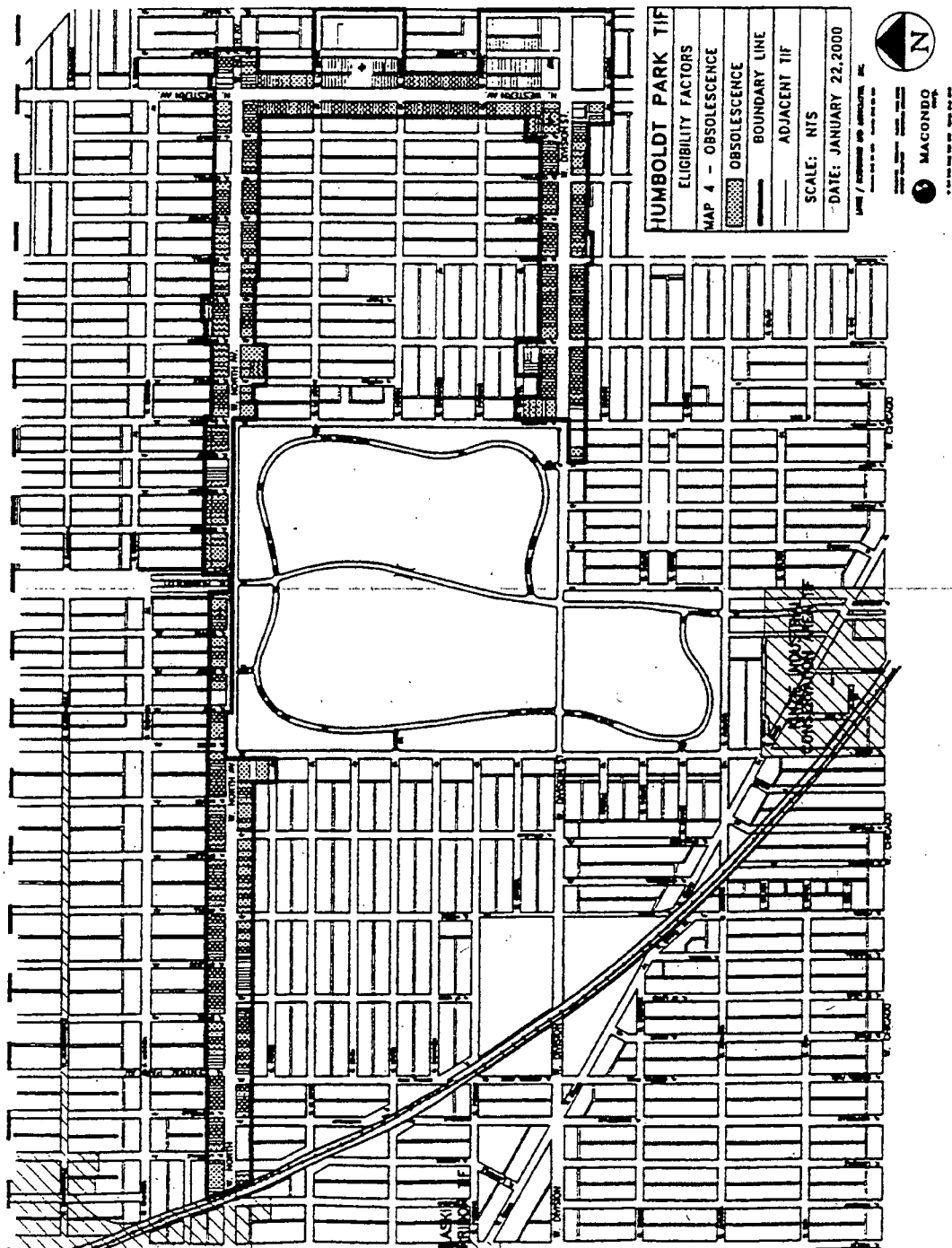
(Sub)Exhibit 4 - Eligibility Factors.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Map 3 - Age - Over 35 Years.



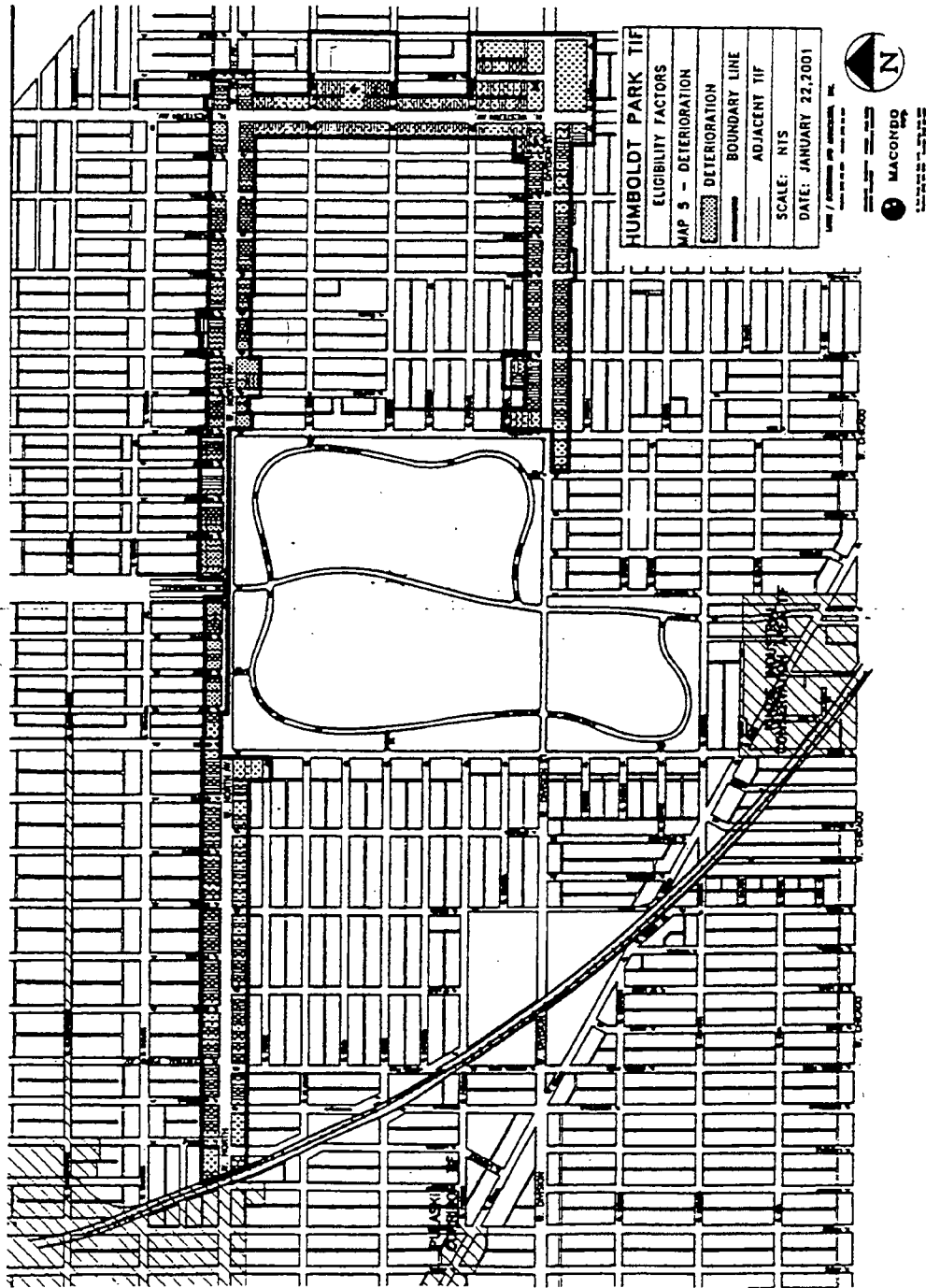
(Sub)Exhibit 4 - Eligibility Factors.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Map 4 - Obsolescence.



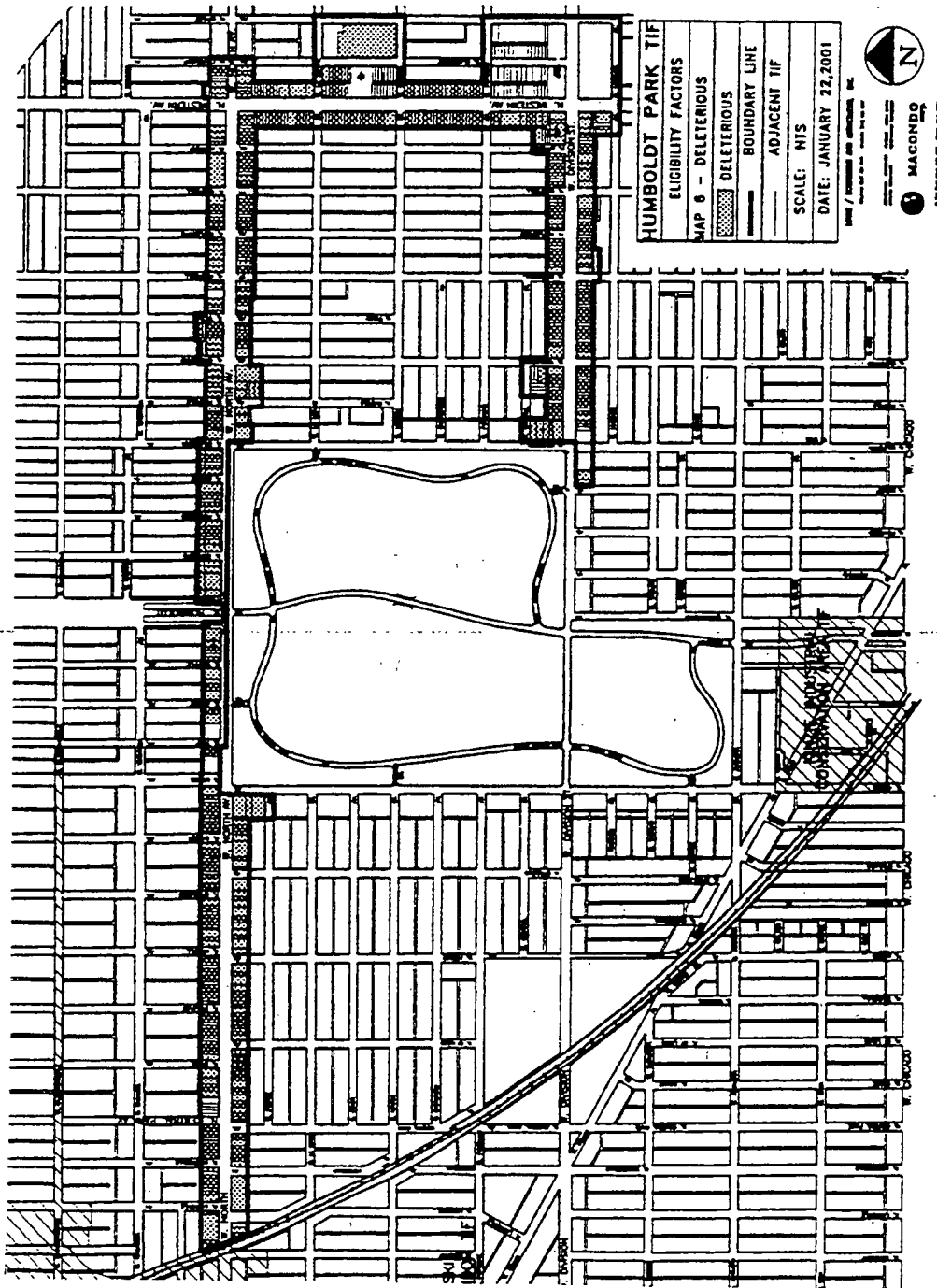
(Sub)Exhibit 4 - Eligibility Factors.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Map 5 - Deterioration.



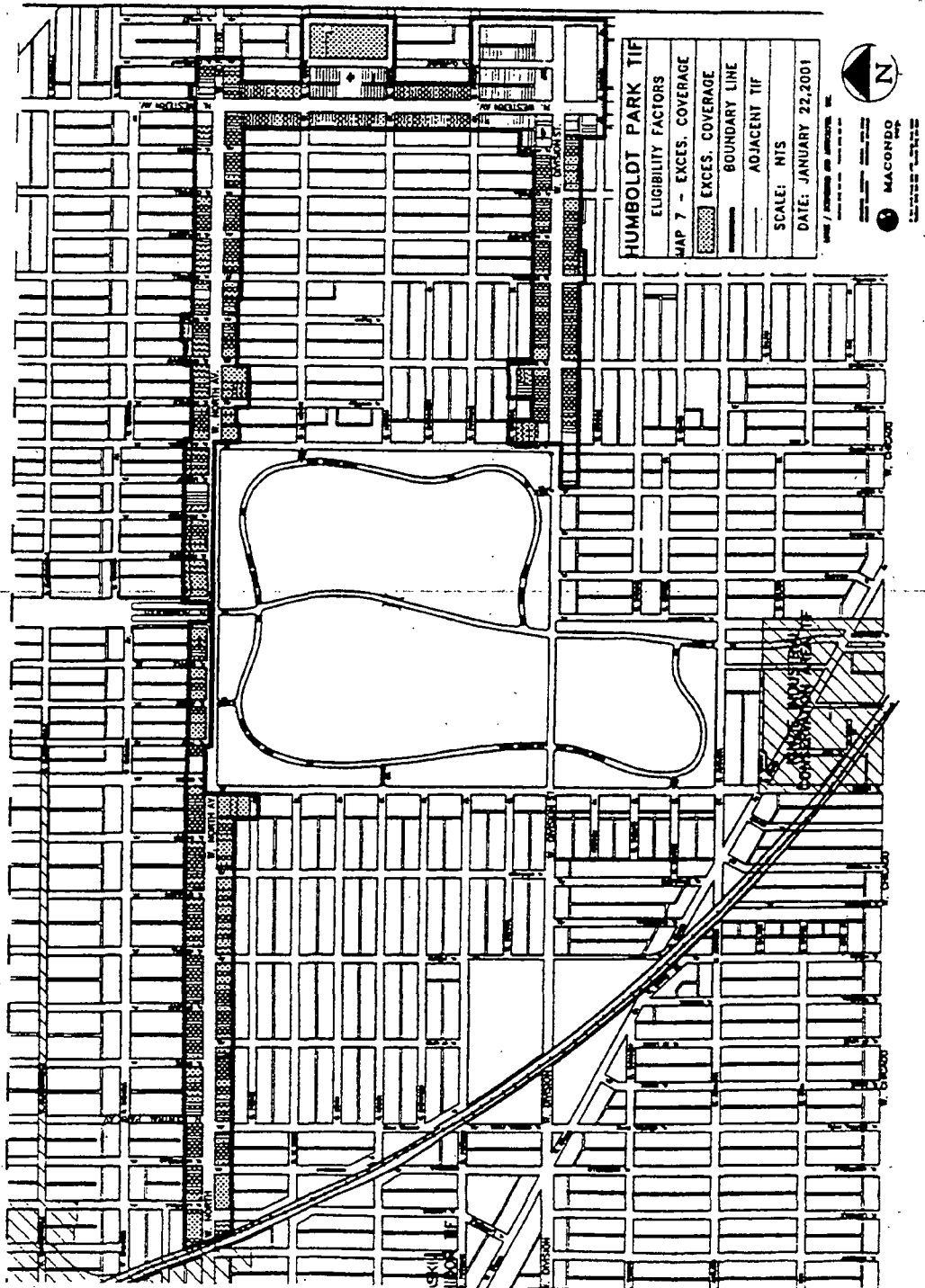
(Sub)Exhibit 4 - Eligibility Factors.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Map 6 - Deleterious.



(Sub)Exhibit 4 - Eligibility Factors.
(To Eligibility Study To Humboldt Park Commercial Tax
Increment Financing Redevelopment Plan And Project)

Map 7 - Excessive Coverage.



(Sub)Exhibit 4.
(To Humboldt Park Commercial Tax Increment
Redevelopment Plan And Project)

City Of Chicago

Humboldt Park Commercial

Tax Increment Finance Program

Housing Impact Study.

Introduction.

Louik/Schneider & Associates, Inc. has been retained by the City of Chicago (the "City") to conduct a Housing Impact Study for the Humboldt Park Commercial Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan and Project (the "Plan") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, in the Illinois Compiled Statutes, Chapter 65, Article 5, Section 11-74.4-1, et seq., as amended (the "Act"). The Humboldt Park Commercial Redevelopment Project Area is irregularly shaped and generally includes both sides of West North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending west to North Oakley Boulevard between West Le Moyne Street and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley Boulevard and North Mozart Street.

This report summarizes the analyses and findings of the consultants' work, which is the responsibility of Louik/Schneider & Associates, Inc., Macondo Corp. and C.A.G.I.S. (Chicago Area Geographical Information Study), an organization located within the University of Illinois at Chicago.

The Redevelopment Project Area is located within the Humboldt Park and West Town community areas of the City. The demographical and statistical information presented in this study was obtained from 1990 United States Census data compiled by C.A.G.I.S.. C.A.G.I.S. is a reliable source of small area data, having

established working agreements with the United States Bureau of the Census, the Illinois State Data Center Cooperative and agencies of State and local government. The demographic data report used was Humboldt Park Commercial T.I.F. Census Data Report, prepared by C.A.G.I.S. in December, 2000.

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and the City does not certify at that time that no displacement of residents will occur, the municipality shall prepare a housing impact study and incorporate the study in the Plan.

The number and type of residential buildings in the Redevelopment Project Area potentially affected by this Plan were identified during the survey of building conditions and land-use conducted as part of the eligibility analysis for the Redevelopment Project Area. An estimate of the number of residential units within each building, and whether such residential units were inhabited or uninhabited, was based on a number of analytical tools including, where appropriate, physical building surveys, Cook County tax assessment records and census data. As of December 9, 2000, the Redevelopment Project Area contained approximately five hundred sixty-nine (569) residential units, of which five hundred twenty-nine (529) are inhabited and forty (40) uninhabited.

The goal of the Plan is not to displace existing residents. The primary goal of the Plan is to promote rehabilitation and redevelopment of all existing land uses, which include residential, commercial, institutional and open space uses. However, the City is unable to certify that no displacement of residents will occur throughout the twenty-three (23)-year life of the Redevelopment Project Area. Therefore, based on the requirement of the Act, this housing impact study contains the following parts:

Part I herein identifies the residential units in number and type, indicating whether they are inhabited or uninhabited and the racial and ethnic composition of the residents. Specifically, the housing impact study shall provide the following:

- 1) information from field surveys and census data regarding residential units, to establish if they are single-family or multi-family units;
- 2) documentation of the number and type of rooms within the units, provided that information is available;

- 3) documentation of whether the units are inhabited or uninhabited (as determined not less than forty-five (45) days before the Plan is considered by the Community Development Commission); and
- 4) data regarding the racial and ethnic composition of the residents in the inhabited residential units. (This data requirement shall be deemed fully satisfied if it is based on data from the most recent federal census.)

Part II herein identifies the inhabited residential units in the proposed redevelopment project area that may be removed, including:

- 1) the number and location of those units that may be removed;
- 2) the municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residences may be removed;
- 3) the availability of replacement housing for those residents whose residences may be removed, and the type, location and cost of the housing; and
- 4) the type and extent of relocation assistance to be provided.

Part I.

Residential Units.

Part I of this study provides the type, size and number of residential units within the Redevelopment Project Area; the number of inhabited and uninhabited units; and the racial and ethnic composition of the residents in the inhabited residential units.

A. Residential Unit Number And Type.

Field studies conducted by Macondo Corp. indicate the Redevelopment Project Area contains both residential-only and mixed-use residential/commercial buildings, primarily second- and third-floor residential units above commercial

uses. Within the area, there are one hundred forty-two (142) buildings with one (1) residential unit and one hundred seventy-one (171) buildings with more than one (1) residential unit for a total of three hundred thirteen (313) buildings with five hundred sixty-nine (569) residential units.

B. Residential Unit Detail.

The distribution within the Redevelopment Project Area of the five hundred sixty-nine (569) residential units by number of rooms, by number of bedrooms and with kitchen and plumbing facilities is identified in the following Tables 1 -- 3, respectively. The methodology used to determine this information is described below.

Methodology.

For purposes of this study, data has been gathered by C.A.G.I.S. from the 1990 United States Census and is represented in Block Groups. A Block Group is a combination of census blocks (a census block is the smallest entity for which the Census Bureau collects and tabulates 100-percent data). The Block Group is the lowest level of geography for which the Census Bureau has tabulated sample, or long-form, data. In this study, we have relied on 1990 federal census sample data because it is the best available information regarding the structures and residents of the Redevelopment Project Area. We have obtained information for the eight (8) Block Groups in which the Redevelopment Project Area lies, containing a total of three thousand four hundred forty-five (3,445) residential units.

Since the number of residential units within the Redevelopment Project Area represents sixteen and five-tenths percent (16.5%) of the total residential units within the eight Block Groups (569 units = 16.5% of 3,445 units), that percentage has been applied consistently to estimate the distributions presented in the tables below, which have been rounded to the nearest whole number. For example, the number of one (1) room units in all the block groups is forty-one (41). Sixteen and one-half percent (16½) of this total, representing the Redevelopment Project Area, is seven (7) ($41 \times .165 = 6.97$).

Table 1 shows the number (rounded to the nearest whole number) of residential units in the Redevelopment Project Area, by number of rooms.

Table 1.

Residential Units By Number Of Rooms*.

Number Of Rooms**	Number Of Units Within All Block Groups	Number Of Units Within Redevelopment Project Area
1	41	7
2	111	18
3	259	43
4	862	142
5	850	140
6	985	164
7	201	33
8	37	6
9+	99	16
TOTAL:	3,445	569

* Information for Table 1 was obtained from Humboldt Park Commercial T.I.F. Census Data Report, prepared by CAGIS, University of Illinois at Chicago, December, 2000.

** As defined by the Census Bureau, for each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Tables 2 and 3 describe the types of rooms that are located within the residential units of the Redevelopment Project Area.

Table 2.

Residential Units By Number Of Bedrooms*.

Number Of Bedrooms**	Number Of Units Within All Block Groups	Number Of Units Within Redevelopment Project Area
None	89	15
1	410	68
2	1,395	229
3	1,294	214
4	204	34
5 or more	53	9
TOTAL:	3,445	569

* Information for Table 2 was obtained from Humboldt Park Commercial T.I.F. Census Data Report, prepared by CAGIS, University of Illinois at Chicago, December, 2000.

** As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A housing unit consisting of only one (1) room, such as a one (1) room efficiency apartment, is classified, by definition, as having no bedroom.

Table 3.

Residential Units With Kitchen
And Plumbing Facilities*.

Facility	Number Of Units In All Block Groups	Number Of Units Within Redevelopment Project Area
Kitchen**	3,352	556
Plumbing***	3,285	544

C. Number Of Inhabited Units.

Field surveys were completed on a building-by-building basis by Macondo Corp. to determine the total number of inhabited and uninhabited residential units within the Redevelopment Project Area. As required by the Act, this information was ascertained as of December 9, 2000, which is not less than forty-five (45) days before the date that the resolution, required by subsection (a) of Section 11-74.4-5, is or will be passed.

Field surveys indicate that of five hundred sixty-nine (569) residential units, five hundred twenty-nine (529) are inhabited and forty (40) uninhabited.

* Information for Table 3 was obtained from Humboldt Park Commercial T.I.F. Census Data Report, prepared by CAGIS, University of Illinois at Chicago, December, 2000.

** As defined by the Census Bureau, a unit has complete kitchen facilities when it has all of the following: (1) an installed sink with piped water, (2) a range, cook top and convection or microwave oven, or cookstove, and (3) a refrigerator. All kitchen facilities must be located in the structure. They need not be in the same room. Portable cooking equipment is not considered a range or cookstove. An ice box is not considered to be a refrigerator.

*** As defined by the Census Bureau, complete plumbing facilities include hot and cold piped water, a flush toilet and a bathtub or shower. All three (3) facilities must be located inside the house, apartment or mobile home, but not necessarily in the same room. Housing units are classified as lacking complete plumbing facilities when any of the three (3) facilities are not present.

D. Demographics.

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units was determined according to the most recent federal census data, as compiled by CAGIS. Table 4 identifies the estimated number of residents in the Redevelopment Project Area, according to the methodology stated below.

Methodology.

The United States Department of Housing and Urban Development (H.U.D.) has determined a family size adjustment rate based on the number of bedrooms in a unit. This rate was applied to unit totals, in order to estimate the number of persons living in the Redevelopment Project Area. Estimates are indicated in Table 4 below. Currently, two thousand forty-four (2,044) persons reside in the Redevelopment Project Area.

Table 4.

Number Of Residents*.

Number Of Bedrooms	Units In Redevelopment Project Area	Family Size Adjustment (Persons Per Unit)*	Estimated Number Of Residents Within Redevelopment Project Area (Number Of Units x Family Size Adjustment)
None	11	1.0	15
1	68	1.5	102
2	231	3.0	693
3	214	4.5	963
4	34	6.0	204
5 or more	9	7.5	67
TOTAL:	569	NA	2,044

* Information for Table 4 was obtained from the Family Size Adjustment Rate, provided by the United States Department of Housing and Urban Development, 1990.

Racial and ethnic composition data has been gathered by CAGIS from the 1990 United States Census for the eight (8) Block Groups in which the Redevelopment Project Area lies, or a total of eleven thousand two hundred fifty-two (11,252) residents. Tables 5 and 6 further identify the residents of the eight block groups by racial and ethnic composition, based upon federal census data, and estimate the racial and ethnic composition of the two thousand forty-four (2,044) residents of the Redevelopment Project Area.

For example, census data indicates there are one thousand ninety-five (1,095) African-Americans or nine and seven-tenths percent (9.7%) of the total number of residents, in all eight (8) Block Groups. By applying this percentage to two thousand forty-four (2,044) and rounding the total to the nearest whole number, we can estimate there are one hundred ninety-eight (198) African-Americans among the two thousand forty-four (2,044) residents of the Redevelopment Project Area ($2044 \times .097 = 198.268$).

Table 5.

Racial Composition*.

Race	1990 Census Percentage	2000 Estimated Number Of Residents Within Redevelopment Project Area
African-American	9.7%	198
Asian	1.2%	24
Native American	1.8%	37
White	31.4%	642
Other Race	55.9%	1,143
TOTAL:	100%	2,044

Table 6.

Ethnic Composition*.

Ethnicity	1990 Census Percentage	2000 Estimated Number Of Residents Within Redevelopment Project Area
Hispanic Origin	77%	1,581
Non-Hispanic Origin	23%	463
TOTAL:	100%	2,044

Part II.

Units That May Be Removed.

(Over The Twenty-Three Year Life Of The Redevelopment Project Area)

Part II contains, as required by the Act, information on any acquisition, relocation program, replacement housing and relocation assistance.

A. Number And Location Of Units That May Be Removed.

The primary goal of the Plan is to encourage maintenance, restoration and reuse of existing structures, to the maximum extent feasible. The establishment of the Humboldt Park Commercial Redevelopment Project Area is intended to foster the growth of the current community, and build upon existing stable businesses. Although the Plan does not anticipate removing any of the Redevelopment Project Area's five hundred twenty-nine (529) inhabited residential units, the

* Information for Tables 5 and 6 was obtained from Humboldt Park Commercial T.I.F. Census Data Report, prepared by CAGIS, University of Illinois at Chicago, December, 2000.

Redevelopment Project Area does contain a number of dilapidated buildings, some with residential uses that are on blocks that also exhibit at least six (6) other blighting factors. Dilapidation can gravely affect a building's safety and desirability and is the most severe of blighting factors. Accordingly, it is reasonable to conclude that dilapidated buildings may be targeted for redevelopment by developers, which may result in the removal of inhabited residential units.

Since no development proposals for the Redevelopment Project Area have been submitted to the City, it is impossible to determine whether the redevelopment or demolition of these buildings and the removal of any of their inhabited residential units would stem from projects that receive tax increment assistance (or other public projects that are implemented in furtherance of this Plan).

Hence, there is a possibility that over the twenty-three (23) year life of the Redevelopment Project Area, some inhabited residential units may be removed as a result of implementing this Plan. In order to meet the statutory requirement of defining the number and location of inhabited residential units that may be removed, a methodology was derived that would provide a rough, yet reasonable, estimate. This methodology is described below:

Methodology.

The methodology used to fulfill the statutory requirements of defining the number and location of inhabited residential units that may be removed involves three steps.

1. Step one counts all inhabited residential units previously identified on any underlying acquisition maps. For this purpose, the Humboldt Park Redevelopment Area (as described in Section II-C of the Plan) was reviewed. However, the majority of the parcels identified for acquisition were vacant lots, vacant buildings or parcels that had been improved since the Humboldt Park Redevelopment Area Acquisition Map was adopted. Therefore, the number of inhabited residential units that may be removed in this step is two (2).

2. Step two counts the number of inhabited residential units contained on parcels that are dilapidated as defined by the Act. From field surveys conducted by Macondo Corp., we have identified parcels on which: 1) dilapidation is present so that, within twenty-three (23) years, existing structures may be demolished or rehabilitated, and therefore may result in the removal of inhabited residential units; and 2) there also exists six (6) or more eligibility factors in addition to age and dilapidation (representing the highest number of eligibility factors on blocks in the Redevelopment Project Area). Therefore, the number of inhabited residential units that may be removed in this step is thirty-nine (39).

3. Step three counts the number of inhabited residential units that exist where the future land-use indicated by the Plan will not include residential uses. In the Humboldt Park Commercial Redevelopment Project Area, the future land-use in the Plan for the existing inhabited residential units will not change. Therefore, the number of inhabited residential units that may be removed in this step is zero (0).

(Sub)Exhibit 2 -- Map of Units That May Be Removed identifies the forty-one (41) occupied units (that is the sum of the units found in Steps 1 -- 3 above), in nineteen (19) buildings on eight (8) blocks of the Redevelopment Project Area, that could potentially be removed during the twenty-three (23) year life of the Redevelopment Project Area. In addition, the specific parcels by Permanent Index Number, are listed in (Sub)Exhibit 1 of this study.

B. Relocation Program.

If, during the life of the twenty-three (23) year tax increment financing district, the acquisition plans change, the City's plans for relocation assistance for qualified residents in the proposed Redevelopment Project Area shall be consistent with the requirements set forth in Section 11-74.4-3(n)(7) of the Act. The terms and conditions of such assistance are described in Section D below. The City, as of the date of this report, has prepared no specific relocation plan because it is not the intent of the City to acquire any occupied residential units within the Redevelopment Project Area.

C. Replacement Housing.

In accordance with Section 11-74.4-3(n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced residents whose residence is removed is located in or near the Redevelopment Project Area.

To promote development of affordable housing, the Redevelopment Plan requires that developers who receive tax increment financing assistance for market-rate housing are to set aside at least twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to households earning no more than one hundred twenty percent (120%) of the area median income (adjusted for family size), and affordable rental units should be affordable to households earning no more than eighty percent (80%) of the area median income (adjusted for family size).

If, during the life of the twenty-three (23) year tax increment financing district, the acquisition plans change, appropriate replacement housing can be found in either the Redevelopment Project Area or the surrounding West Town/Humboldt Park community area.

The location, type, cost and availability of a sample of possible replacement housing units located in the City's West Town/Humboldt Park community area are listed in Table 7. The West Town/Humboldt Park community area is generally bounded by Bloomingdale Avenue on the north, Grand Avenue on the south, the north branch of the Chicago River on the east and Cicero Avenue on the west. The information presented is based on classified advertisements and Internet listings from the *Chicago Tribune*, *Chicago Reader* and Apartments.com, the Northern Illinois Multiple Listing Service and a telephone verification survey conducted during the week of January 15, 2001. It is important to note, however, that Chicago has a rental cycle that turns over in greater volume on May 1 and October 1 of each year. The majority of apartments in the City are available during the months prior to those dates. Therefore, housing ads placed at these times would likely reflect a wider variety of rental rates, unit sizes and locations.

Table 7.

Location, Type, Cost And Availability
Of Replacement Housing Units.*

Address	Type	Approximate Size (square feet)	Utilities Included In rental Price	Rental Price	Availability	Community Area
1. 1653 North Fairfield Avenue	One bedroom	NA		\$ 750	ASAP	Humboldt Park
2. 1653 North Fairfield Avenue	Two bedroom	NA		825	ASAP	Humboldt Park
3. 1421 North California Avenue	Two bedroom	1,200		1,600	ASAP	Humboldt Park
4. 2000 North California Avenue	Two bedroom	1,250	Gas	1,300	ASAP	Humboldt Park

* Information is based on an Apartments.com, *Chicago Tribune* and *Chicago Reader* classified sample, the Northern Illinois Multiple Listing Service and a telephone verification survey, conducted during the week of January 15, 2001.

Address	Type	Approximate Size (square feet)	Utilities Included In rental Price	Rental Price	Avallability	Community Area
5. 2100 North Campbell Avenue	Two bedroom	1,400		\$1,450	Feb. 1	Humboldt Park
6. 1306 North Spaulding Avenue	Two bedroom	750		795	ASAP	Humboldt Park
7. 3303 West Crystal Street	Three bedroom	1,200		1,100	ASAP	Humboldt Park
8. 1108 North Wolcott Avenue	Three bedroom	NA		950	ASAP	West Town
9. 3000 West Grand Avenue	Three bedroom	1,500		1,000	ASAP	West Town
10. 1713 North Albany Avenue	Three bedroom	2,000		1,200	ASAP	Humboldt Park
11. 2119 West North Avenue	Four bedroom	NA		775	ASAP	Humboldt Park
12. 2028 West Potomac Avenue	Four bedroom	2,000	Heat/ Gas	1,700	ASAP	Humboldt Park
13. 929 North Fairfield Avenue	Four bedroom	1,600		1,800	ASAP	Humboldt Park
14. 1402 North Bell Avenue	Four bedroom	NA		1,600	ASAP	Humboldt Park

D. Relocation Assistance.

At the present time, there are no plans to acquire residential housing units as part of the Plan. However, if the removal or displacement of low-income or very low-income residential housing units is required, such residents will be provided with affordable housing and relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. The City shall make a good-faith effort to ensure that affordable replacement housing for the aforementioned households is located in or near the Redevelopment Project Area.

As used in the paragraph above, "low-income household", "very low-income household" and "affordable housing" have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this study, these statutory terms have the following meanings:

- (i) "Low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted and median incomes are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of Section 8 of the United States Housing Act of 1937;
- (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and
- (iii) "affordable housing" is residential housing that, so long as the same is occupied by a low-income or very low-income household, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households as applicable.

Methodology:

In order to determine the number of households in the Redevelopment Project Area that are moderate-, low-, and very low-income, we have based such estimates on data gathered by C.A.G.L.S. from the 1990 United States Census, represented in Block Groups. We have obtained information for the eight Block Groups in which the Redevelopment Project Area lies, containing a total of three thousand four hundred forty-five (3,445) residential units. We have determined the following numbers for the five hundred sixty-nine (569) residential units in the Redevelopment Project Area, representing sixteen and five-tenths percent (16.5%) of the Block Group Totals.

Census information as applied to the Redevelopment Project Area reveals:

- two hundred sixty-four (264) households (fifty-one and six-tenths percent (51.6%)) have an income under Seventeen Thousand Five Hundred Dollars (\$17,500).

- one hundred forty-seven (147) households (twenty-eight and eight-tenths percent (28.8%)) have an income between Seventeen Thousand Five Hundred Dollars (\$17,500) and Thirty-four Thousand Nine Hundred Ninety-nine Dollars (\$34,999).
- one hundred (100) households (nineteen and five-tenths percent (19.5%)) have an income of Thirty-five Thousand Dollars (\$35,000) or more.

Census information as applied to the Redevelopment Project Area also reveals:

- seventy-seven (77) occupied residential units (fourteen and five-tenths percent (14.5%)) have one (1) or no bedrooms, or an adjusted family size of one (1) to one and five-tenths (1.5) persons. (We can assume a household of one (1) to two (2)).

To be considered:	A household of this size will have an annual income of:
very low-income	\$14,600 to \$16,700
low-income	\$23,350 to \$26,700
moderate-income	\$35,050 to \$40,050

-
- four hundred fourteen (414) occupied residential units (seventy-eight and three-tenths percent (78.3%)) have two (2) or three (3) bedrooms, or an adjusted family size of three (3) to four and five-tenths (4.5) persons. (We can assume a family of three (3) to five (5)).

To be considered:	A household of this size will have an annual income of:
very low-income	\$18,750 to \$22,500
low-income	\$30,000 to \$35,450
moderate-income	\$45,050 to \$54,050

- forty (40) occupied residential units (seven and five-tenths percent (7.5%)) have four (4) or more bedrooms, or an adjusted family size of six (6) to seven and five-tenths (7.5) persons. (We can assume a household of six (6) to eight (8)).

To be considered:	A household of this size will have an annual income of:
very low-income	\$24,200 to \$27,500
low-income	\$37,500 to \$41,700
moderate-income	\$58,050 to \$66,050

[(Sub)Exhibit 2 referred to in this Housing Impact Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project printed on page 62178 of this Journal.]

(Sub)Exhibit 1 referred to in this Housing Impact Study to Humboldt Park Commercial Tax Increment Financing Redevelopment Plan and Project reads as follows:

(Sub)Exhibit 1.
(To Housing Impact Study To Humboldt Park Commercial Tax Financing Increment Redevelopment Plan And Project)

Units That May Be Removed.

The following is a list of permanent index numbers of the buildings that contain residential units that could possibly be removed over the twenty-three (23) year life of the Redevelopment Project Area.

6/27/2001

REPORTS OF COMMITTEES

62177

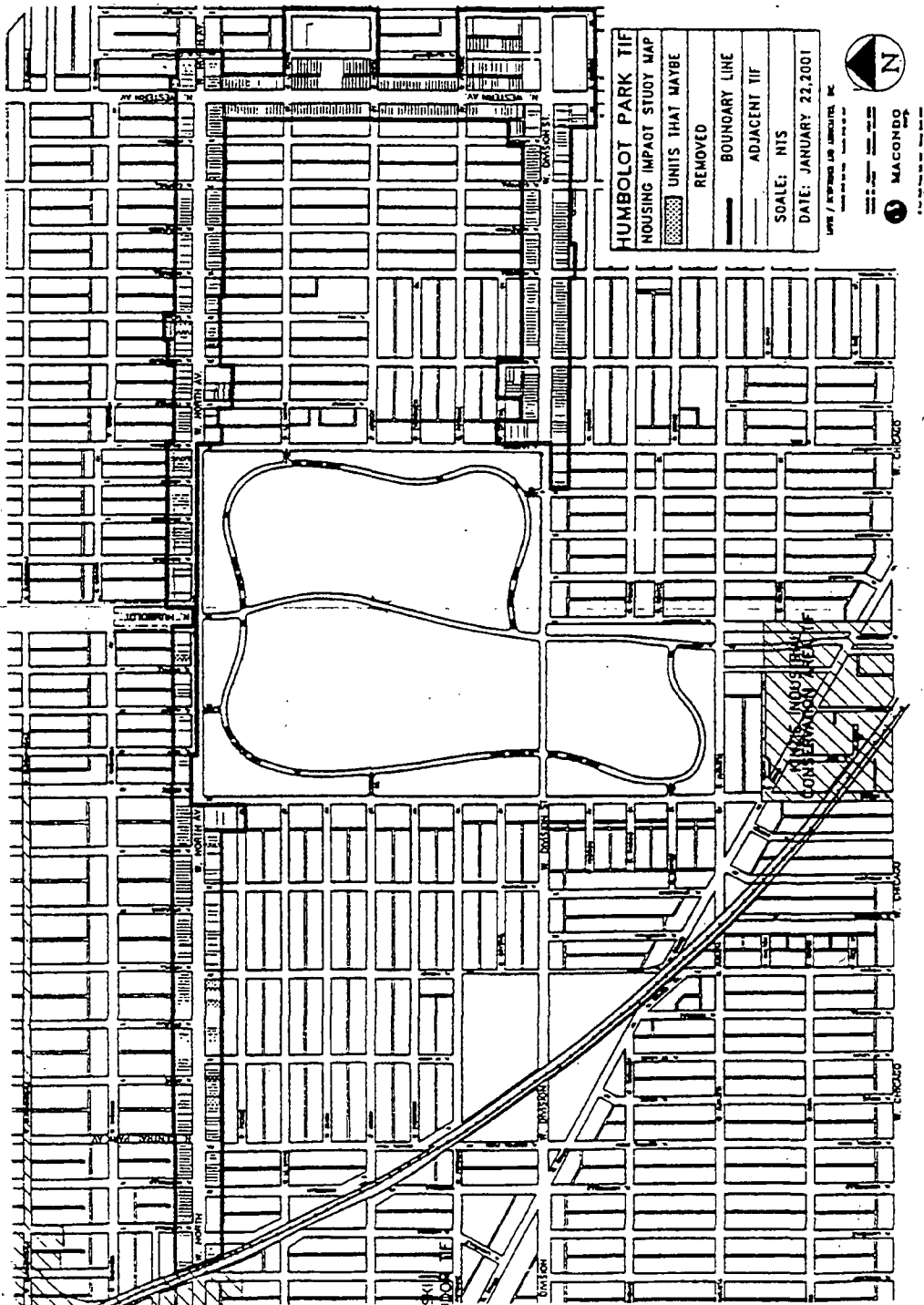
1. 13-35-327-042
2. 13-36-327-028
3. 13-36-327-029
4. 13-36-331-038
5. 13-36-427-014
6. 13-36-427-036
7. 16-01-202-051
8. 16-01-205-002
9. 16-02-200-006
10. 16-02-200-010
11. 16-02-200-011
12. 16-02-200-016
13. 16-02-200-017

14. 16-02-201-015
15. 16-02-201-018
16. 16-02-201-019
17. 16-02-203-006
18. 17-06-100-015

(Sub)Exhibit 2.

(To Housing Impact Study To Humboldt Park Commercial Tax Increment Financing Redevelopment Plan And Project)

Housing Impact Study Map.



*Exhibit "B".
(To Ordinance)*

C.D.C Resolution.

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Michelle Nolan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the Custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at Regular Meeting held on the tenth (10th) day of April 2001 with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

~~Dated this the tenth (10th) day of April 2001.~~

(Signed) Michelle Nolan
Assistant Secretary

Resolution 01-CDC-21 referred to in this Certificate reads as follows:

Community Development Commission

Resolution 01-CDC-21

Recommending To

The City Council Of The City Of Chicago

For The Proposed

Humboldt Park Commercial Tax Increment

Allocation Redevelopment Project Area:

Approval Of A Redevelopment Plan,

Designation Of A Redevelopment Project Area

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations and studies of the Humboldt Park Commercial Redevelopment Project Area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and has previously presented to the Commission for its review the:

Humboldt Park Commercial Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (including the Eligibility Study and Housing Impact Study) (the "Plan"); and

Whereas, The Commission has heretofore passed Resolution 00-CDC-093 on August 22, 2000 that contains the information required by Section 5/11-74.4-4.1(a) of the Act to be included therein and that provides for the preparation of a feasibility

study on designation of the Area as a Redevelopment Project Area and requires that such feasibility study include the preparation of the housing impact study set forth on Section 5/11-74.4-3(n)(5) of the Act, all as required by Section 5/11-74.4-4.1(b) of the Act which has resulted in the preparation of the Plan being presented to the Commission; and

Whereas, A public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on November 15, 2000 at 6:00 P.M. at Roberto Clemente High School, 1147 North Western Avenue, Chicago, Illinois, being a date not less than fourteen (14) business days before the mailing of the notice of the Hearing (hereinafter defined), pursuant to notice from the City's Commissioner of the Department of Planning and Development given on October 27, 2000, being a date not less than fifteen (15) days before the date of the Public Meeting, by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, by regular mail to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan was made available for public inspection and review prior to the adoption by the Commission of Resolution 01-CDC-05 on January 23, 2001 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices; City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on March 13, 2001 a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on March 30, 2001, both in the *Chicago Sun-Times*, being a newspaper of general

circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by both certified and regular mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on March 30, 2001 being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on February 23, 2001, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on February 23, 2001 being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on April 10, 2001 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to the City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on March 16, 2001 at 10:00 A.M. (being a date fourteen (14) days or more following the mailing of the notice to all taxing districts on February 23, 2001) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

Whereas, The Commission has reviewed the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the

findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission:

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than December 31 of the year in which payment to the municipal treasurer as provided in Section 5/11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the designation of the Area as a redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. to the extent required by Section 5/11-74.4-3(n)(6) of the Act, the Plan incorporates the housing impact study, if the study is required by Section 5/11-74.4-3(n)(5);

e. the Area includes only those contiguous parcels of real property and improvements thereon that will substantially benefit from the proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 5. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: April 10, 2001

[(Sub)Exhibit "A" referred to in this Resolution 01-CDC-21 constitutes Exhibit "D" to the ordinance and is printed on page 62191 of this Journal.]

Exhibit "C".
(To Ordinance)

Legal Description.

Ali that part of the south half of Sections 35 and 36 in Township 40 North, Range 13 East of the Third Principal Meridian, and the west half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, and the west half of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, and of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as foliows:

beginning at the point of intersection of the south line of West North Avenue with the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the easterly extension of the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 48 being also the south line pf the aliey south of West North Avenue; thence west along said easterly extension and the north line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the northwesterly line of said Lot 48; thence southwestery along said northwesterly line of Lot 48 in Block 4 of H. B. Bogue's Subdivision to the west line of said Lot 48, said west line of Lot 48 being also the east line of the alley east of North Western Avenue; thence south along said east line of the aliey east of North Western Avenue to the north line of West Le Moyne Street; thence east along said north line of West Le Moyne Street to the east line of North Oakley Boulevard; thence south along said east line of North Oakley Boulevard to the south line of West Hirsch Street; thence west along said south line of West Hirsch Street to the west line of Lot 1 in Watson's Subdivision of Block 12 of Watson, Tower and Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said west line of Lot 1 being also the east line of the aliey east of North Western Avenue; thence south along said east line of the aliey east of North Western Avenue to the north line of West Potomac Avenue; thence east along said north line of West Potomac Avenue to the east line of North Oakley Boulevard; thence souih along said east line of North Oakley Boulevard to the easterly extension of the north line of Lot 13 in Block 2 of E. A. Cummings and Company's Subdivision of Block 2 in the subdivision of Block 4 and Lots 1 to 6 and 12 to 32 of Block 5 of Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, said north line of Lot 13 being also the south line of West Haddon Avenue; thence west along said easterly extension and the south line of West Haddon

Avenue to the southerly extension of the east line of Lot 1 in Bernhard Loeff's Resubdivision of Lots 26 to 42, both inclusive, of Mc Creery's Subdivision of the north half of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 1 in Bernhard Loeff's Resubdivision to the north line of said Lot 1, said north line of Lot 1 being also the south line of the aliey south of West Division Street; thence west along said south line of the aliey south of West Division Street and along the westerly extension thereof to the west line of North Campbeli Avenue; thence north along said west line of North Campbeli Avenue to the north line of Lot 8 in the resubdivision of the subdivision of one acre in the northeast corner of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and of Lot "A" in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lot 8 being also the south line of the aliey south of West Division Street; thence west along said north line of Lot 8 to the west line of said Lot 8; thence south along said west line of aforesaid Lot 8 to the easterly extension of the north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago, a subdivision of the northwest quarter of the northeast quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except one acre in the northeast corner and one acre in the northwest corner thereof), said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago being also the south line of the aliey south of West Division Street; thence west along said north line of Lots 19 through 27, inclusive, in Gross' Humboldt Park Addition to Chicago to the west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago; thence south along said west line of said Lot 19 in Gross' Humboldt Park Addition to Chicago to the north line of Lots 11 through 18, inclusive, in said Gross' Humboldt Park Addition to Chicago, said north line of Lots 11 through 18, inclusive, being also the south line of the aliey south of West Division Street; thence west along said north line of Lots 11 through 18, inclusive, in Gross' Humboldt Park Addition to Chicago and along the westerly extension thereof to the west line of North Rockweli Street; thence north along said west line of North Rockweli Street to the north line of Lot 4 in Gross' Third Humboldt Park Addition to Chicago, a subdivision of the east 100 feet of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, and also the east 15 feet of Lot 1 and 42 in Block 1, and the east 15 feet of Lots 1 and 42 in Block 4 in Wetherbee and Gregory's Subdivision of the north half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian (except the east 100 feet of said tract), and also the west 15 feet of the east

10,015 feet of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 4 being also the south line of the alley south of West Division Street; thence west along said south line of the alley south of West Division Street to the west line of North Mozart Street; thence north along said west line of North Mozart Street to the south line of West Division Street; thence east along said south line of West Division Street to the east line of North California Avenue; thence north along said east line of North California Avenue to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the northerly extension of the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision of the southwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said west line of Lot 16 being also the east line of the alley east of North California Avenue; thence south along said northerly extension and the west line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the southwesterly line of said Lot 16; thence southeasterly along said southwesterly line of Lot 16 in Block 7 of Humboldt Park Residence Association's Subdivision to the south line of said Lot 16, said south line of Lot 16 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the east line of Lot 12 in said Block 7 of Humboldt Park Residence Association's Subdivision; thence north along said east line of Lot 12 in Block 7 of Humboldt Park Residence Association's Subdivision and along the northerly extension thereof to the north line of West Crystal Street; thence east along said north line of West Crystal Street to the east line of North Washtenaw Avenue; thence south along said east line of North Washtenaw Avenue to the south line of Lot 24 in Block 8 of aforesaid Humboldt Park Residence Association's Subdivision, said south line of Lot 24 being also the north line of the alley north of West Division Street; thence east along said north line of the alley north of West Division Street to the west line of North Artesian Avenue; thence north along said west line of North Artesian Avenue to the westerly extension of the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 34 being also the north line of the open public alley north of West Division Street; thence east along said westerly extension and the south line of Lot 34 in Block 8 of Winslow and Jacobson's Subdivision to the east line of said Lot 34, said east line of Lot 34 being also the west line of the alley west of North Western Avenue; thence north along said west line of the alley west of North Western Avenue to the northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence northwesterly along said northeasterly line of Lot 12 in Block 1 of Winslow, Jacobson and Tallman's Subdivision to the north line of said Lot 12, said north

line of Lot 12 being also the south line of the aliey south of West North Avenue; thence west along said south line of the aliey south of West North Avenue and along the westerly extension thereof to the west line of North Rockweli Street; thence north along said west line of North Rockweli Street to the north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 6 in Block 1 of H. M. Thompson's Subdivision to the northwest corner of said Lot 6; thence westerly along a straight line to the northeast corner of Lot 43 in said Block 1 of H. M. Thompson's Subdivision; thence west along the north line of said Lot 43 in Block 1 of H. M. Thompson's Subdivision to the east line of North Talman Avenue; thence west along a straight line to the northeast corner of Lot 6 in Block 2 of said H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along the north line of said Lot 6 in Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof and along the north line of Lot 43 in said Block 2 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Washtenaw Avenue; thence south along said west line of North Washtenaw Avenue to the north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision, said north line of the south 0.5 feet of Lot 9 being also the south line of the aliey south of West North Avenue; thence west along said north line of the south 0.5 feet of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the west line of said Lot 9, said west line of Lot 9 being also the east⁷ line of the aliey west of North Washtenaw Avenue; thence south along said west line of Lot 9 in Block 3 of said H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 39 in said Block 3 of H. M. Thompson's Subdivision; thence west along said easterly extension and the north line of said Lot 39 in Block 3 of H. M. Thompson's Subdivision and along the westerly extension thereof to the west line of North Fairfield Avenue; thence north along said west line of North Fairfield Avenue to the north line of Lot 1 in the Resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the west line of said Lot 1, said west line of Lot 1 being also the east line of the aliey east of North California Avenue; thence south along said west line of Lot 1 in the resubdivision of Lots 6 to 24, inclusive, in Block 4 of H. M. Thompson's Subdivision to the easterly extension of the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision of the northwest quarter of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 42 in Block 4 of H. M. Thompson's Subdivision to the east line of North California Avenue; thence north along said east line of North

California Avenue and along the northerly extension thereof to the north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said north line of the northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian and along the north line of the northwest quarter of said Section 1 to the southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said east line of Lot 18 being also the west line of North Troy Street; thence north along said southerly extension of the east line of Lot 18 in Block 5 of Johnston and Cox's Subdivision to the north line of West North Avenue; thence west along said north line of West North Avenue to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the south line of West Pierce Avenue; thence west along said south line of West Pierce Avenue to the southerly extension of the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago in the northeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 11 being also the west line of the aliey west of North Kedzie Avenue; thence north along said southerly extension and the east line of Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago to the northeasterly line of said Lot 11; thence northwesterly along said northeasterly line of Lot 11 to the north line of said Lot 11 in Block 1 of Pierce's Humboldt Park Addition to Chicago, said north line of Lot 11 being also the south line of the aliey south of West North Avenue; thence west along said south line of the aliey south of West North Avenue to the east line of Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 12 being also the west line of the aliey west of North Monticelio Avenue; thence north along the northerly extension of said east line of Lot 12 in Block 2 of the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian to the centerline of the vacated aliey lying north of and adjoining said Lot 12; thence west along said centerline of the vacated aliey lying north of and adjoining Lot 12 in Block 2 in the subdivision of the north half of the northeast quarter of the northeast quarter of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, to the east line of North Lawndale Avenue; thence south along said east line of North Lawndale Avenue to the easterly extension of the north line of Lot 30 in Block 4 of Beebe's Subdivision of the east half of the northwest quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 30 being also the south line of the aliey south of West North Avenue; thence west along said easterly extension and the north line of Lot 30 in Block 4 of Beebe's Subdivision and along the westerly extension thereof, to the easterly line of the Chicago,

Mliwaukee, St. Paul and Pacific Railroad right-of-way; thence northerly along said easterly line of the Chicago, Mliwaukee, St. Paul and Pacific Railroad right-of-way to the south line of Lot 13 in Block 6 in the subdivision of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian (except the east half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian and except the railroad), said south line of Lot 13 being also the north line of the alley north of West North Avenue; thence west along said north line of the alley north of West North Avenue to the east line of North Troy Avenue; thence south along said east line of North Troy Avenue to the centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian; thence east along said centerline of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the east line of said vacated alley; thence north along said east line of the vacated alley lying south of and adjoining Lot 28 in Block 6 of Johnston and Cox's Subdivision to the westerly extension of the south line of Lot 17 in said Block 6 of Johnston and Cox's Subdivision, said south line of Lot 17 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Humboldt Boulevard; thence south along said west line of North Humboldt Boulevard to the north line of West North Avenue; thence east along said north line of West North Avenue to the east line of North Humboldt Boulevard; thence north along said east line of North Humboldt Boulevard to the south line of Lot 16 in Block 13 of Hansbrough and Hess Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 16 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue and the easterly extension thereof to the east line of North California Avenue; thence south along said east line of North California Avenue to the south line of Lot 77 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 77 being also the north line of the alley north of West North Avenue; thence east along said north line of the alley north of West North Avenue to the west line of North Washtenaw Avenue; thence north along said west line of North Washtenaw Avenue to the westerly extension of the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1; thence east along said westerly extension and the north line of the south 0.5 feet of Lot 10 in Young and Talbott's Subdivision of Lots 1, 2, 3, 8 and 9 of Block 1 and along the easterly extension thereof and along the north line of the south 0.5 feet of Lot 7 in said Young and Talbott's Subdivision and along the easterly extension thereof to the east line of North Talman Avenue; thence south along said east line of North Talman Avenue to the

south line of Lot 15 in Goodrich and Young's Subdivision of Lots 4, 5 and 6 in Block 1 of Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, said south line of Lot 15 being also the north line of the aliey north of West North Avenue; thence east along said north line of the aliey north of West North Avenue and along the easterly extension thereof to the east line of North Western Avenue; thence north along said east line of North Western Avenue to the north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said north line of Lot 17 in the subdivision of Lot 4 of the Assessor's Division to the east line of said Lot 17; thence south along said east line of Lots 17 and 18 in the subdivision of Lot 4 of the Assessor's Division to the north line of the parcel of property bearing Permanent Index Number 14-31-326-065; thence east along said north line of the parcel of property bearing Permanent Index Number 14-31-326-065 and along the easterly extension thereof to the west line of Lot 41 in J. N. Mason's Subdivision of the west part of Lot 5 and the south 33 feet of Lot 3 of the Assessor's Division of unsubdivided land in the south half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, said west line of Lot 41 being also the east line of the aliey east of North Western Avenue; thence south along said east line of the aliey east of North Western Avenue to the south line of Lot 41 in said J. N. Mason's Subdivision, said south line of Lot 41 being also the north line of the aliey north of West North Avenue; thence east along said north line of the aliey north of West North Avenue to the east line of North Claremont Avenue; thence south along said east line of North Claremont Avenue to the point of beginning at the south line of West North Avenue.

Exhibit "D".
(To Ordinance)

Street Boundaries Of The Area.

The Area consists of one hundred thirty-eight (138) acres and generally includes both sides of West North Avenue between North Ridgeway Avenue and North Claremont Avenue; both sides of North Western Avenue between West North Avenue and West Haddon Avenue, extending west to North Oakley Boulevard between West Le Moyne Street and West Hirsch Street and between West Potomac Avenue and West Haddon Avenue; and both sides of West Division Street between North Oakley Avenue and North Mozart Street.

Exhibit "E".
(To Ordinance)

Map Of Area.

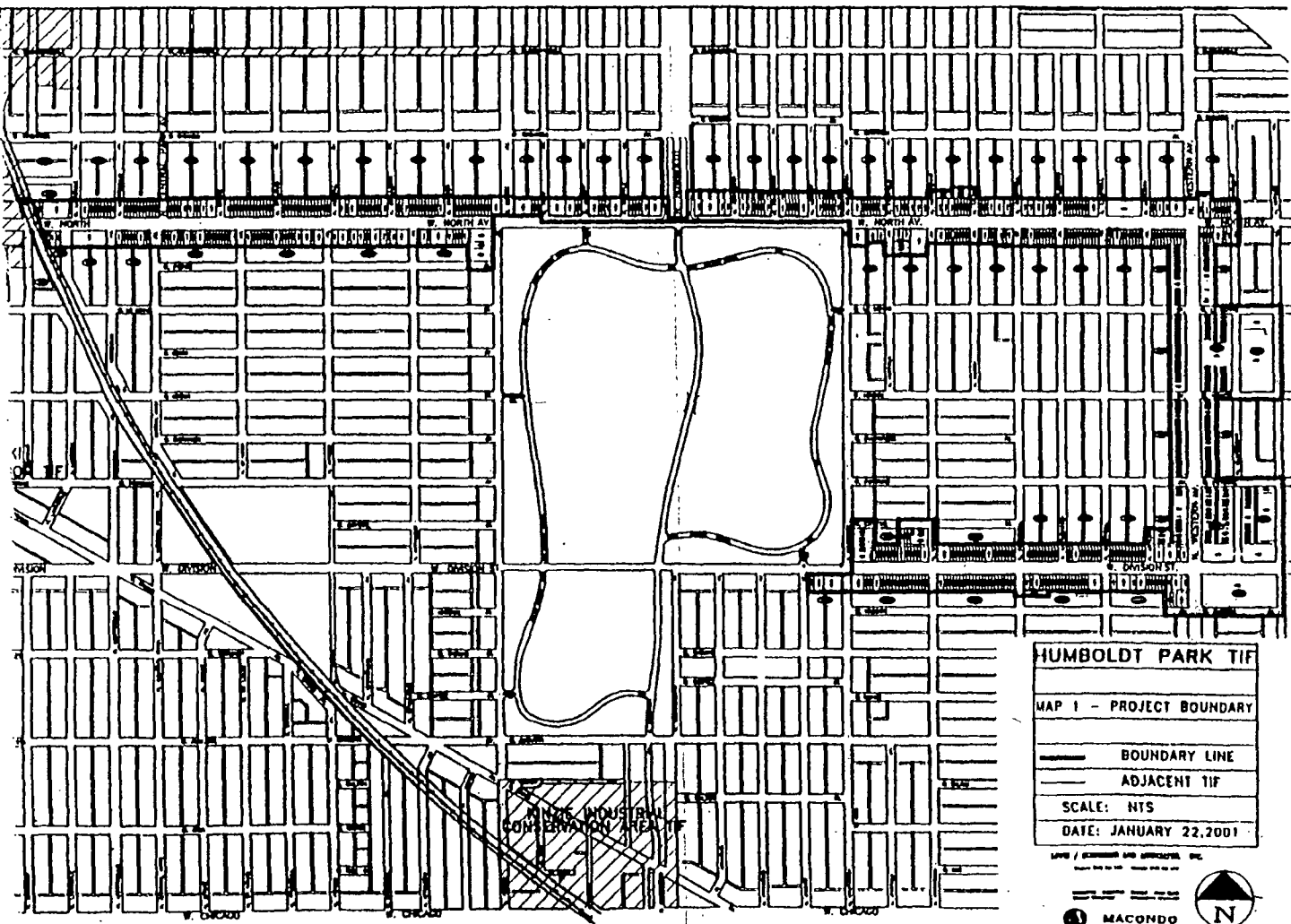


EXHIBIT E

CONSTRUCTION CONTRACT

[Not Attached for City Council Introduction]

EXHIBIT F

FORM OF JOBS CERTIFICATE

[to be retyped on letterhead of Developer]

_____, 20____

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

Re: Jobs Certificate
Resurrection University Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to Section 8.06 of the Resurrection University Redevelopment Agreement dated as of _____, 20__ (the "Agreement") and constitutes the Jobs Certificate of Developer for the period ended _____, _____ [add month, day and year]. The undersigned certifies that each of the individuals listed in the chart below is a Full Time Equivalent Employee (as defined in the Agreement) of Resurrection University.

Sincerely yours,

[DEVELOPER]

By: _____
Name: _____
Its: _____

Full Time Equivalent Employees as of _____, 20____

Employee Name (Last, First)/Job Title	Full time or Part Time	Salary or Hourly?	For Hourly: Work hours total at least 1750 during the year? (Y or N)	If Part Time Hourly: hours total at least 750 hours?	For Salary: What type Employee per FTE Definition (12 Month Salary, 9 month salary, adjunct, etc.):	Independent contractor, third-party service provider, consultant? (Y or N)

EXHIBIT G

PERMITTED LIENS

Means as of any particular time:

- a. The Master Indenture (including, without limitation, the lien on Pledged Revenues as described therein);
- b. Liens arising by reason of good faith deposits by the Developer in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the Developer to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Developer to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs; or to share in the privileges or benefits required for corporations participating in such arrangements;
- c. Any lien on property acquired by the Developer subject to an existing lien, if at the time of such acquisition, the aggregate amount remaining unpaid on the indebtedness secured thereby (whether or not assumed by the Developer) does not exceed the fair market value or (if such property has been purchased) the lesser of the acquisition price or the fair market value of the property subject to such lien as determined in good faith by the governing body of the Developer;
- d. Any lien on any property of the Developer granted in favor of or securing indebtedness to any other Credit Group Member (as such term is defined in the Master Indenture);
- e. Any lien on property of the Developer if such lien equally and ratably secures all of the Obligations (as such term is defined in the Master Indenture) and, if the Obligated Group Agent (as such term is defined in the Master Indenture) shall so determine, any other indebtedness of any Credit Group Member;
- f. Leases which relate to property of a Credit Group Member which is of a type that is customarily the subject of such leases, such as office space for physicians and educational institutions, including leases for food service facilities, gift shops and emergency room, radiology or other hospital-based specialty services, pharmacy and similar departments; leases, licenses or similar rights to use property to which any Credit Group Member is a party existing as of August 27, 1999 and any renewals and extensions thereof; and any leases, licenses or similar rights to use property whereunder a Credit Group Member is lessee, licensee or the equivalent thereof upon fair and reasonable terms no less favorable to the lessee or licensee than would obtain in a comparable arm's-length transaction;

- g. Liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with the Master Indenture;
- h. Any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question or if such lien is being contested in accordance with the provisions of the Master Indenture;
- i. Statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the state in which the property involved is located;
- j. Liens on or in property of the Developer given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise, provided that (i) such liens consist solely of restrictions on the use thereof or the income therefrom; or (ii) such liens secure indebtedness which is not assumed by any Credit Group Member and such liens attach solely to the property (including the income therefrom) which is the subject of such gift, grant, bequest or devise;
- k. Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the Developer shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence;
- l. Liens on moneys deposited by patients or others with the Developer as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents;
- m. Liens on property of the Developer due to rights of third party payors for recoupment of excess reimbursement paid;
- n. Any security interest in a project fund, rebate fund, any depreciation reserve, debt service or interest reserve, debt service fund or any similar fund established pursuant to the terms of any Supplemental Master Indenture, Related Bond Indenture or Related Loan Document in favor of the Master Trustee, a Related Bond Trustee or the holder of the Indebtedness issued pursuant to such Supplemental Master Indenture, Related Bond Indenture or Related Loan Document or the provider of any liquidity or credit support for such Related Bond or Indebtedness (as all such terms are defined in the Master Indenture);
- o. Any lien on any Related Bond or any evidence of Indebtedness of any Credit Group Member acquired by or on behalf of any Credit Group Member by the provider of liquidity or credit support for such Related Bond or Indebtedness;
- p. Liens on accounts receivable arising as a result of the sale of such accounts receivable with or without recourse, provided that the principal amount of Indebtedness secured by any such lien does not exceed the aggregate sales price of such accounts receivable received by the Developer by more than 25%;
- q. Liens on any property of the Developer existing at the time the Developer became a Credit Group Member; provided that no such lien (or the amount of Indebtedness secured

thereby) may be increased, extended, renewed or modified to apply to any property of the Developer not subject to such lien on such date unless such lien as so increased, extended, renewed or modified is otherwise permitted under the Master Indenture;

r. Liens on property of the Developer existing at the time the Developer is merged into or consolidated with another Credit Group Member, or at the time of a sale, lease or other disposition of the properties of the Developer as an entirety or substantially as an entirety to another Credit Group Member which becomes part of a property that secures Indebtedness that is assumed by another Credit Group Member as a result of any such merger, consolidation or acquisition; provided, that no such lien may be increased, extended, renewed or modified after such date to apply to any property of a Credit Group Member not subject to such lien on such date unless such lien as so increased, extended, renewed or modified is otherwise permitted under the Master Indenture;

s. Liens which secure Non-Recourse Indebtedness (as such term is defined in the Master Indenture);

t. Liens on any property of the Developer to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such liens; provided, that such liens shall not apply to any property theretofore owned by a Credit Group Member, other than any theretofore unimproved real property on which the property so constructed or improved is located;

u. Liens on property of the Developer, in addition to those liens permitted as defined above, if the total aggregate Book Value (as such term is defined in the Master Indenture) of the property subject to a lien of the type described in this subsection (u) does not exceed 25% of the Book Value of the total assets of the Developer; and

v. v. Mortgage, assignment of rents and leases, security agreement and fixture filing dated May 26, 2010 and recorded May 27, 2010 as Document 1014711153 made by Saints Mary and Elizabeth Medical Center, an Illinois not-for-profit corporation, to the Bank of New York Mellon Trust Company, N.A., a national banking association, as Master Trustee, to secure indebtedness not to exceed \$750,000,000.00.

EXHIBIT H-1
PROJECT BUDGET

[See Attached]

RESURRECTION UNIVERSITY**Development Budget****Preliminary, Subject to Change*

BUILDING REHABILITATION & RELOCATION COSTS		Amount
Hard Costs		
General Requirements	\$	368,087
Site Construction	\$	890,886
Metals	\$	44,400
Wood & Plastic	\$	191,920
Thermal & Moisture Protection	\$	8,880
Doors & Windows	\$	104,074
Finishes	\$	779,693
Conveying Systems	\$	555,000
Mechanical	\$	1,762,347
Electrical	\$	1,126,650
Contingency	\$	<u>1,417,666</u>
Subtotal: Hard Costs	\$	7,249,602
Soft Costs		
Other Building Construction	\$	100,000
Development / Testing	\$	10,000
Architect's Fees	\$	1,232,791
Other Professional Fees	\$	250,000
Permits	\$	-
Contingency	\$	<u>103,390</u>
Subtotal: Soft Costs	\$	1,696,181
Furniture, Fixtures & Equipment Costs		
Specialities	\$	131,369
Equipment	\$	616,661
Furnishings	\$	419,563
Special Construction	\$	<u>88,800</u>
Subtotal: FF&E Costs	\$	1,256,392
Relocation Costs	\$	475,000
TOTAL BUILDING REHABILITATION COSTS	\$	<u>10,677,176</u>
PARKING STRUCTURE REHABILITATION COSTS		
Hard Costs		
General Requirements	\$	70,185
Concrete	\$	395,876
Masonry	\$	6,753
Thermal & Moisture Protection	\$	216,930
Doors & Windows	\$	16,882
Finishes	\$	139,277
Mechanical	\$	144,339
Electrical	\$	50,645
Contingency	\$	<u>208,177</u>
Subtotal: Hard Costs	\$	1,249,064
Soft Costs		
Architect's Fees	\$	95,230
Utility Operational Changes	\$	10,000
Permits	\$	40,000
Contingency	\$	<u>7,262</u>
Subtotal: Soft Costs	\$	152,492
TOTAL PARKING STRUCTURE REHAB COSTS	\$	<u>1,401,556</u>
SURFACE PARKING LOT COSTS		
Hard Costs		
General Requirements	\$	87,968
Site Construction	\$	685,560
Concrete	\$	55,978
Special Construction	\$	87,968
Electrical	\$	95,964
Contingency	\$	<u>202,688</u>
Subtotal: Hard Costs	\$	1,216,125
Soft Costs		
Development / Testing	\$	20,000
Architect's Fees	\$	171,236
Permits	\$	40,000
Contingency	\$	<u>11,562</u>
Subtotal: Soft Costs	\$	242,798
TOTAL SURFACE PARKING LOT COSTS	\$	<u>1,458,923</u>
TOTAL DEVELOPMENT BUDGET	\$	<u>13,537,654</u>

EXHIBIT H-2

MBE/WBE BUDGET

[See Attached]

RESURRECTION UNIVERSITY

Total M/WBE and Hard Cost Construction Budget

**Preliminary, Subject to Change*

	Hard Cost Construction, Less Exclusions*	MBE Budget @ 24.0%	WBE Budget @ 4.0%
Hard Cost Construction Trades			
Site Prep	\$ 310,035		
Site Demolition/Excavation	\$ 145,000		
Utility and Stormwater Infrastructure	\$ 1,655,521		
Surface Lot Paving, Landscaping and Fencing	\$ 560,511		
Parking Structure Repairs and Replacements	\$ 853,729		
Building Demolition	\$ 283,880		
Asbestos Remediation	\$ 371,346		
Building Shell Repairs	\$ 221,569		
Mechanical Upgrades	\$ 2,674,536		
Interior Finishes	\$ 1,584,639		
Hard Cost Construction Trades Subtotal	\$ 8,660,766		
Contractor Fee / Insurance (10.85%)	\$ 1,015,106		
Construction Contingency	\$ 600,261		
Total Hard Cost Construction Budget	\$ 10,276,133	\$ 2,466,272	\$ 411,046

* Exclusions for security, furniture, equipment, and communications.

EXHIBIT I

APPROVED PRIOR EXPENDITURES

[To Be Determined.]

EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");
- (b) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and
- (c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

- (a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and
- (b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign [corporation] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's [Articles of Incorporation or By-Laws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law, constitution, regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of

our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois. [Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than Illinois.]

This opinion is issued at the Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

EXHIBIT L-1

COMPLETION PAYMENT REQUISITION FORM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, _____ an Illinois not for profit corporation (the "Developer"), hereby certifies that, with respect to that certain Resurrection University Redevelopment Agreement entered into by and between the Developer, [SMEMC/Resurrection University] and the City of Chicago, dated _____, ____ (the "Agreement"):

A. The Developer hereby requests payment from the City of the Completion Payment in an amount up to \$2,369,089, to reimburse Developer for not to exceed \$2,369,089 of Developer's Area Establishment Prior Expenditures (which are TIF-Eligible Improvements):

\$ _____

B. None of the costs referenced in paragraph A above has been previously reimbursed by the City.

C. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[DEVELOPER], an Illinois not for profit corporation

By: _____

Name

Title: _____

Date: _____

Subscribed and sworn before me this ____ day of _____
_____.

My commission expires: _____

Agreed and accepted:

City of Chicago, by and through its Department of Housing and Economic Development

Name

Title: _____

Date: _____

By: _____

Name

Title: _____

Date: _____

Subscribed and sworn before me this ___ day of _____
_____.

My commission expires: _____

Agreed and accepted:

City of Chicago, by and through its Department of Housing and Economic Development

Name

Title: _____

Date: _____

EXHIBIT M

FORM OF CITY NOTE

CITY NOTE

**REGISTERED
NO. R-1**

**MAXIMUM AMOUNT
\$2,369,090**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO**

**TAX INCREMENT ALLOCATION REVENUE NOTE (HUMBOLDT PARK COMMERCIAL
REDEVELOPMENT PROJECT AREA) (RESURRECTION UNIVERSITY PROJECT),
TAXABLE SERIES 2011**

Registered Owner: [SMEMC/Resurrection University], an Illinois not for profit corporation

Interest Rate:

Maturity Date: March 1, 2020

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note, as advanced from time to time by the Registered Owner and acknowledged by Certificate(s) of Expenditure issued by the City, to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$2,369,090 and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due March 1 of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address

furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$2,369,090 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Saints Mary and Elizabeth Medical Center, an Illinois not for profit corporation and Resurrection University, an Illinois not for profit corporation (collectively, the "Developer") in connection with the rehabilitation of certain floors of the hospital structure generally located at 1431 North Claremont Avenue, Chicago, Illinois 60622 for the operation of a nursing and other healthcare related higher educational facility (the "Project"), all within the Humboldt Park Commercial Redevelopment Project Area (the "Project Area") in the City, pursuant to a Redevelopment Agreement dated as of _____, 20____ by and between the City and Developer (the "Redevelopment Agreement"), all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on _____, 20____ (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE.** The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement, the Registered Owner has agreed to complete the Project and to advance funds for the renovation of certain facilities related to the Project on behalf of the City. The cost of such renovation in the amount of \$2,369,090 shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend or terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 20__.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

Registrar And Paying Agent
Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation
Revenue Note (Humboldt Redevelopment Project Area)
(Resurrection University Project),
Taxable Series 2011 of the City of
Chicago, Cook County, Illinois.

Comptroller

Date: _____, 20__

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

[name of current Registered Owner]

By: _____

Its: _____

Date: _____, 20__

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

* * *

Notice: Transferor's signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company:

Signature Guaranteed: _____

Consented to as of _____, 20__ by:

CITY OF CHICAGO, acting through its
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

By: _____
Commissioner

CERTIFICATION OF EXPENDITURE

_____, 20__

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$2,369,090 Tax Increment Allocation Revenue Note
(Humboldt Park Commercial Redevelopment Project Area) (Resurrection University
Project), Taxable Series 20_____ (the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, 20__ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$_____ is advanced as principal under the Redevelopment Note as of the date hereof (subject to the hold-back provisions, if any, set forth in Section 4.03 of the Redevelopment Agreement). Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$_____ (subject to the hold-back provisions, if any, set forth in Section 4.03 of the Redevelopment Agreement), including the amount of this Certificate and less payment made on the Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of _____, 20__.

CITY OF CHICAGO

By:
Commissioner
Department of Housing and Economic
Development

AUTHENTICATED BY:

REGISTRAR

EXHIBIT N

Public Benefits Program

Resurrection University shall complete the following:

1. Provide transfer guides to each of the Chicago City Colleges that have an accredited nursing program, and to the extent not previously delivered to the City, provide with its Annual Compliance Report a copy of such transfer guides.
2. Continue to visit each of the Chicago City Colleges which have accredited nursing programs twice a year to talk about healthcare careers and meet regularly with transfer center directors, appropriate college academic advisors and student health organizations, and provide with its Annual Compliance Report a schedule evidencing these visits.
3. Use reasonable efforts to establish a partnership with Institute del Progreso Latino's Carreras en Salud program to provide mentoring programs, career planning days and shadow programs, in an effort to bring limited English-proficient individuals into healthcare professions, and provide in its Annual Compliance Report, a description of its outreach efforts (including written correspondence offering such programs) to Carreras en Salud and/or a copy of any agreement reached with Carreras en Salud.
4. Provide evidence of outreach efforts with (i) Institute del Progreso Latino to provide health care IT programs and BSN completion programs, and (ii) Health Sciences Career Academy to establish career counseling programs.
5. Provide documentation regarding outreach and shadowing programs specific to each of the area high schools (Clemente, Josephinum, IHSCA, and Wells), as well as the schedules for the four annual career days (one annually at each of the four area high schools) and three annual open houses which include university tours offered by Resurrection University.
6. Provide a copy of the executed agreement with SMEMC or other documentation that six annual summer internships have been provided to Chicago Public School students.
7. Provide the schedule for the twelve annual career fairs on Chicago City College campuses attended by Resurrection University, and the six community health fairs sponsored by either Resurrection University or SMEMC.
8. Provide, prior to the second anniversary of the Certificate of Completion, documentation demonstrating that two scholarships are being provided for local area residents who attended a Chicago City College.

EXHIBIT O

FORM OF SUBORDINATION AGREEMENT

[To Be Attached]

EXHIBIT P

FORM OF PAYMENT AND PERFORMANCE BONDS

[To Be Attached]

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:

Resurrection Health Care 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: Saints Mary and Elizabeth Medical Center and Resurrection University

B. Business address of the Disclosing Party: 7435 West Talcott Avenue
Chicago, IL 60631

C. Telephone: (773) 792-0264 Fax: _____ Email: Julie.Roknich@reshealthcare.org

D. Name of contact person: Julie Roknich

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

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

Assistance to accommodate the relocation and expansion of Resurrection University to Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing 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:

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

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

Illinois

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

- Yes
- No
- N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>For list of executive officers and directors see Exhibit A</u>	
<u>No members</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
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):

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

(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:

The Disclosing Party has no direct knowledge of whether any Applicable Parties have any disclosures hereunder, but to its knowledge, after due inquiry, all Applicable Parties satisfy the matters addressed in this certification.

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

I. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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.

Resurrection HealthCare Corporation
(Print or type name of Disclosing Party)

By: Jeannie C. Frey
(Sign here)

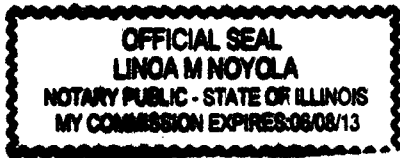
Jeannie C. Frey
(Print or type name of person signing)

Senior Vice President, Legal Affairs and General Counsel
(Print or type title of person signing)

Signed and sworn to before me on (date) 6.16.11,
at Cook County, IL (state).

Linda M. Noyola 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.

**EXHIBIT A
TO CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT FOR
RESURRECTION HEALTH CARE CORPORATION**

Officer/Director Name	Title	Role
Sandra Bruce, FACHE	President and CEO	Officer and Director
David DiLoreto, M.D.	Executive Vice President	Officer
William Garrison	Executive Vice President	Officer
Sister Clara Frances Kusek	Executive Vice President	Officer
John Walton	Executive Vice President	Officer
Terry Williams	Executive Vice President	Officer
John Orsini	Executive Vice President and Treasurer	Officer
Jeannie C. Frey	Senior Vice President, Legal Affairs, General Counsel and Secretary	Officer
Thomas D. Settles	Chairperson, Board of Directors	Director
Janis Atkinson, M.D.	Member, Board of Directors	Director
Kenneth Bauwens	Member, Board of Directors	Director
Haven Cockerham	Member, Board of Directors	Director
Michael, D. Connelly	Member, Board of Directors	Director
Anthony DeFurio	Member, Board of Directors	Director
Sister Loretta Theresa Felici, C.S.F.N.	Member, Board of Directors	Director
Stephen KJasko, M.D.	Member, Board of Directors	Director

Officer/Director Name	Title	Role
Sister Patricia Ann Koschalke, C.S.F.N.	Member, Board of Directors	Director
Jeffrey M. Silver	Member, Board of Directors	Director
Chester Stewart	Member, Board of Directors	Director
James Winikates	Member, Board of Directors	Director
Sister Donna Marie Wolowicki, C.R.	Member, Board of Directors	Director
Victor Orlor	Member, Board of Directors	Director
Susan McDonough	Member, Board of Directors	Director

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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:

Resurrection University

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:

7435 West Talcott Avenue
Chicago, IL 60631

C. Telephone: (773) 492-5269 Fax: _____ Email: Julie.Roknich@reshealthcare.org

D. Name of contact person: Julie Roknich

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

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

if assistance to accommodate the relocation and expansion of Resurrection University to Chicago, IL

G. Which City agency or department is requesting this EDS? Department of Housing 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

I. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

- Yes
- No
- N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

I. 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>For list of executive officers and directors see Exhibit A</u>	
<u>Resurrection Health Care Corporation, sole corporate member</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 venmre,

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):

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

(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

I. 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:

The Disclosing Party has no direct knowledge of whether any Applicable Parties have any disclosures hereunder, but to its knowledge, after due inquiry, all Applicable Parties satisfy the matters addressed in this certification.

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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.

Resurrection University
(Print or type name of Disclosing Party)

By: Jeannie C. Frey
(Sign here)

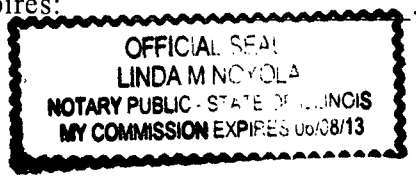
Jeannie C. Frey
(Print or type name of person signing)

Secretary
(Print or type title of person signing)

Signed and sworn to before me on (date) 6-16-11,
at Cook County, IL (state).

Linda M. Noyola 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.

**EXHIBIT A
TO CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT FOR
RESURRECTION UNIVERSITY**

****Effective July 1, 2011****

Officer/Director Name	Title	Role
Beth A. Brooks, PhD, RN, FACHE	Interim President	Officer and Director
John Orsini	Treasurer	Officer
Jeannie C. Frey	Secretary	Officer
Sandra DiVarco	Member, Board of Directors	Director
Mary Ann Kelly	Chairperson, Board of Directors	Director
Sister Francesca Onley	Member, Board of Directors	Director
Greg Freeman	Member, Board of Directors	Director
Evelyn Diaz	Member, Board of Directors	Director
Patty Sheridan	Member, Board of Directors	Director
James Croft	Member, Board of Directors	Director
Arlene Blaha	Member, Board of Directors	Director
Sister Kathleen Stadler	Member, Board of Directors	Director
Margaret McDermott	Member, Board of Directors	Director
Angelique Richard	Member Board of Directors	Director

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:

Saints Mary and Elizabeth Medical Center

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: 2233 West Division Street
Chicago, IL 60622

C. Telephone: (773) 792-5269 Fax: _____ Email: Julie.Roknich@reshealthcare.org

D. Name of contact person: Julie Roknich

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

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

for assistance to accommodate the relocation and expansion of Resurrection University to Chicago, IL.

G. Which City agency or department is requesting this EDS? Department of Housing 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

I. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

- Yes
- No
- N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>For list of executive officers and directors see Exhibit A</u>	
<u>Resurrection Health Care Corporation,</u>	<u>sole corporate member</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
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):

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

See Exhibit B

(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:

The Disclosing Party has no direct knowledge of whether any Applicable Parties have any disclosures hereunder, but to its knowledge, after due inquiry, all Applicable Parties satisfy the matters addressed in this certification.

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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.

Saints Mary and Elizabeth Medical Center
(Print or type name of Disclosing Party)

By: Margaret McDermott
(Sign here)

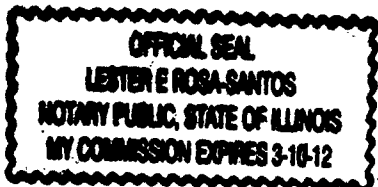
Margaret McDermott
(Print or type name of person signing)

Executive Vice President and CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) JUNE 16, 2001,
at COOK County, ILLINOIS (state).

Lester E. Rosa-Santos Notary Public.

Commission expires: 3-10-12



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

Yes

No

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

**EXHIBIT A
TO CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT FOR
SAINTS MARY AND ELIZABETH MEDICAL CENTER**

Officer/Director Name	Title	Role
Sandra Bruce	President	Officer
John Orsini	Treasurer	Officer
Jeannie C. Frey	Secretary	Officer
Margaret McDermott	Executive Vice President and CEO and Member, Board of Directors	Officer and Director
John Walton	Vice President and Member, Board of Directors	Officer and Director
Sister Mary Ellen Goeller, PHJC	Member, Board of Directors	Director
Nagarpu S.R. Reddy, M.D.	Member, Board of Directors	Director
Raul Saavedra, M.D.	Member, Board of Directors	Director

**EXHIBIT B
TO CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT FOR
SAINTS MARY AND ELIZABETH MEDICAL CENTER**

Name	Business Address	Relationship	Fees
Foley & Lardner LLP	321 North Clark Street Suite 2800 Chicago, IL 60654-5313	Attorney	Approximately \$120,000
The Haymarket Group, Ltd.	500 N. Dearborn Street Suite 1150 Chicago, IL 60654	Public Affairs	\$8,500 per month for duration of TIF project (Approximately \$76,500)
S.B. Friedman & Co.	221 North LaSalle Street Suite 820 Chicago, IL 60601	TIF Consultant	Approximately \$91,400
Terra Civil Engineering, LLC	1985 NW 88 Court Suite 202 Doral, FL 33172	Civil Engineer	Approximately \$450,000
Perkins & Will	330 North Wabash Avenue Suite 3600 Chicago, IL 60611	Architect	Approximately \$1,380,000
Target Group, Inc.	330 South Wells Suite 400 Chicago, IL 60606	MBE/WBE Consultant	Approximately \$75,000
The Premier Companies	102 N. Evanston Arlington Heights, IL 60004	Environmental Consultant	Approximately \$350,000
Bear Constmction	1501 Rohlwing Road Rolling Meadows, IL 60008-1336	Contractor	Approximately \$1,000,000
Walker Parking Consultants	505 Davis Road Elgin, IL 60123	Parking Consultant	Approximately \$200,000

Gewalt Hamilton Associates	850 Forest Edge Drive Vernon Hills, IL 60061	Parking Consultant	Approximately \$3,750
Klaucens & Associates, Inc.	3239 Arnold Lane Northbrook, IL 60062-2406	Mechanical and Electrical Consultant	Approximately \$200,000