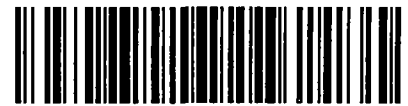




# City of Chicago



SO2014-6419

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	7/30/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Redevelopment agreement and associated loan and grant for Cicero and George elderly housing
<b>Committee(s) Assignment:</b>	Committee on Finance

CHICAGO September 10, 2014

**To the President and Members of the City Council:**

**Your Committee on Finance having had under consideration**

A communication recommending a proposed ordinance concerning the authority to enter into and execute a Redevelopment Agreement and to approve an associated Loan Agreement with Cicero & George Limited Partnership.

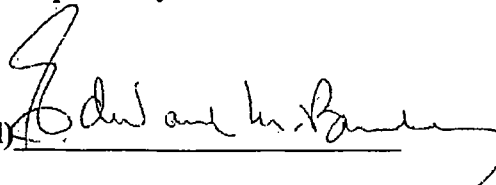
O2014-6419

Amount of Loan  
not to exceed: \$5,100,000

**Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith**

**This recommendation was concurred in by \_\_\_\_\_ (a viva voce vote of members of the committee with \_\_\_\_\_ dissenting vote(s). Aldermen Burke and Moreno abstain pursuant to provisions of Rule 14.**

**Respectfully submitted**

(signed) 

**Chairman**



FIN.

24

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

July 30, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement and associated loan and grant for Cicero and George Elderly Housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

100

100



## SUBSTITUTE ORDINANCE

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

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

**WHEREAS**, the City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Planning and Development ("DPD"); and

**WHEREAS**, DPD has preliminarily reviewed and approved the making of a loan to Cicero & George Limited Partnership, an Illinois limited partnership (the "Borrower") with Cicero and George Elderly Corporation, an Illinois corporation (whose sole owner is Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC"), of which Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC"), is the sole member), as the sole general partner, in an amount not to exceed \$5,100,000 (the "Loan"), to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, upon the selection of other parties to be the limited partners of Borrower upon the closing of the Loan, said limited partners may have the right to select one of their affiliates as the sole general partner of Borrower pursuant to certain circumstances and events as may be approved by the City; and

**WHEREAS**, the City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, designate the developers of certain redevelopment projects, all subject to the approval of the City Council of the City ("City Council"); and

**WHEREAS**, under ordinances adopted on January 12, 2000, and published in the Journal of the Proceedings of the City Council (the "Journal") for such date at pages 22866 to 22995 and under provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et. seq. (as amended, the "Act"), the City Council City (i) approved a certain redevelopment plan and project (the "Original Redevelopment Plan") for a portion of the City known as the "Belmont/Cicero Redevelopment Project Area" (the "Redevelopment Area") ; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act and (iii) adopted tax increment financing for the Redevelopment Area (the foregoing three ordinances are collectively referred to herein as the TIF Ordinances"); and

**WHEREAS**, pursuant to an ordinance adopted on May 17, 2000, and published in the Journal for such date at pages 32000 to 32102, the Corporate Authorities approved an amendment to the Original Redevelopment Plan entitled "Revision Number 2 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 2"); and

**WHEREAS**, pursuant to an ordinance adopted on May 14, 2008, and published in the Journal for such date at pages 26744 to 26854, the City Council approved an amendment to Revision Number 2 entitled "Revision Number 3 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 3"); and

**WHEREAS**, pursuant to an ordinance adopted on July 30, 2014, the City Council approved an amendment to Revision Number 3 entitled "Revision Number 4 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 4" and together with Revision Number 3, Revision Number 2 and the Original Redevelopment Plan, collectively referred to as the "Redevelopment Plan"); and

**WHEREAS**, HHDC is the owner of the vacant land at a location commonly known as the northwest corner of West George Street and North Cicero Avenue, Chicago, Illinois 60641, which is located in the Redevelopment Area and legally described on Exhibit B attached hereto (the "Property"); and

**WHEREAS**, HHDC will sell and convey title to the Property to the Borrower; and

**WHEREAS**, the Borrower intends to redevelop the Property by constructing a new six (6) story building for independent seniors age 55 and over with approximately 70 units which redevelopment project is more particularly described in Exhibit A hereto (the "Project"); and

**WHEREAS**, the Borrower and the LLC (collectively, the "Developer") propose to undertake the Project and redevelop the Property in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer, HHDC and the City (the "Redevelopment Agreement"); and

**WHEREAS**, the Developer's redevelopment of the Property, including but not limited to the construction of the Project's facilities, will be financed in part by incremental taxes deposited in the Belmont/Cicero Redevelopment Project Area Special Tax Allocation Fund (as defined in the Adoption Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

**WHEREAS**, pursuant to Resolution 14-CDC-25 (the "Resolution"), the CDC recommended that Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer and HHDC for the Project; **now therefore**,

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

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

**SECTION 2.** Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of DPD (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to

## EXHIBIT A

**BORROWER:** Cicero & George Limited Partnership, an Illinois limited partnership with Cicero and George Elderly Corporation, an Illinois corporation (whose sole owner is Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC"), of which Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC"), is the sole member), as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners

**PROJECT:** Construction of a multi-story building to be located thereon at the northwest corner of West George Street and North Cicero Avenue, Chicago, Illinois 60641 and of approximately 69 dwelling units contained therein as studio, one- and two-bedroom units for low- and moderate-income persons, together with one maintenance employee dwelling unit, certain common space, offices, and parking.

**LOAN:**

Source:	Multi-Family Program Funds
Amount:	Not to exceed \$5,100,000
Term:	Not to exceed 32 years
Interest:	Zero percent per annum, or another interest rate acceptable to the Authorized Officer
Security:	Non-recourse loan; second mortgage on the Property (the "City Mortgage")

**ADDITIONAL FINANCING:**

1.	Amount:	Not to exceed \$10,500,000 (the "Construction Loan")
	Term:	Not to exceed 36 months, or another term acceptable to the Authorized Officer
	Source:	Bank of America, N.A., or another entity acceptable to the Authorized Officer
	Interest:	A variable rate of interest equal to 30 day LIBOR, plus a margin of 250 basis points, floating daily, with a maximum interest rate not to exceed that which may be paid on the Construction Loan under Illinois State Law, or another rate or rates acceptable to the Authorized Officer.
	Security:	A mortgage on the Property senior to the lien of the City Mortgage, a pledge of capital contributions and general partner interests, and a pledge of the Borrower, the LLC and HHDC interests in the

Redevelopment Agreement, or such other security as may be acceptable to the Authorized Officer

2. Low-Income Housing Tax Credit ("LIHTC")  
Proceeds: Approximately \$12,350,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to retire a portion of the Construction Loan  
Source: To be derived from the syndication of a LIHTC allocation of approximately \$1,150,000 by the City
3. Amount: Not to exceed \$4,000,000  
Term: Not to exceed 32 years  
Source: LLC, derived from the proceeds of a grant of Tax Increment Financing, A portion of which shall be used to retire a portion of the Construction Loan, or another source acceptable to the Authorized Officer.  
Interest: A fixed interest rate of interest not to exceed 10 percent per annum, or another interest rate acceptable to the Authorized Officer  
Security: Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer
4. Amount: Approximately \$420,000  
Term: Not to exceed 32 years  
Source: HHDC, derived from the proceeds of a grant from the Federal Home Loan Bank of Chicago (FHLB) Affordable Housing Program, or another source acceptable to the Authorized Officer  
Interest: A fixed rate of interest not to exceed 10 percent per annum, or another interest rate acceptable to the Authorized Officer  
Security: Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer. The Mortgage may be collaterally assigned by HHDC to JPMorgan Chase Bank or its affiliate (the participating FHLB member bank)
5. Amount: Approximately \$320,000  
Source: HHDC, derived from the proceeds of a grant from the Illinois Department of Commerce and Economic

Opportunity, or another source acceptable to the Authorized Officer, given as a capital contribution to the Borrower

6.     Amount:     Approximately \$75,000  
       Source:     HHDC, derived from the proceeds of a grant from the Illinois Clean Energy Fund (ICEF), or another source acceptable to the Authorized Officer, given as a capital contribution to the Borrower
7.     Amount:     \$100  
       Source:     General Partner

**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**[TO BE PROVIDED BY DEVELOPER]**

(Subject to Final Title and Survey)

**Legal Description:**

LOTS 6, 7, 8 9 AND 10 IN BLOCK 2 IN FALCONERS 2<sup>ND</sup> ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 3-28-223-029, 13-28-223-030, 13-28-223-031, 13-28-223-032, and 13-28-223-033

Commonly Known Address: Northwest corner of West George Street and Cicero Avenue in Chicago, Illinois 60641

**EXHIBIT C**

**FORM OF REDEVELOPMENT AGREEMENT**

**(ATTACHED)**

[leave blank 3" x 5" space for recorder's office]

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

### **CICERO & GEORGE LIMITED PARTNERSHIP REDEVELOPMENT AGREEMENT**

This Cicero & George Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Cicero & George Limited Partnership, an Illinois limited partnership (the "Partnership"), Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC" and collectively with the Partnership, the "Developer"), and Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC") which is a party to this Agreement solely for the purpose of making the specific covenants, representations and warranties made by HHDC herein. Capitalized terms not otherwise defined herein shall have the meaning given in Section 2.

### **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 and City Council Authority: To induce redevelopment pursuant to provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") the City Council of the City (the "City Council") adopted certain ordinances on January 12, 2000, approving a redevelopment plan (the "Original Plan") for the Belmont Cicero Redevelopment



Project Area (the “**Redevelopment Area**”), designating the Redevelopment Area as a “redevelopment project area” under the Act, and adopting tax increment allocation financing for the Redevelopment Area (collectively, the “Original TIF Ordinances”). The Original Plan was amended by (i) an ordinance adopted by the City Council on May 17, 2000 entitled “The Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project Revision #2” (the “Plan Amendment 1”); (ii) an ordinance adopted by the City Council on May 14, 2008 entitled “The Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project Revision Number 3 April 2008” (the “Plan Amendment 2”); and (iii) an ordinance adopted by the City Council on July 30, 2014 entitled “The Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project Revision Number 4” (the “Plan Amendment 3”) (Plan Amendment 1, Plan Amendment 2, Plan Amendment 3, and together with the Original Plan are referred to herein as the “Redevelopment Plan”) (collectively, the Original TIF Ordinances with Plan Amendment 1, Plan Amendment 2 and Plan Amendment 3 are referred to herein as the “TIF Ordinances”). The Redevelopment Area is legally described in Exhibit A hereto.

C. The Project: The Developer intends to undertake the construction of a multi-story building (the “Facility”) of approximately 70 dwelling units contained therein, comprised of a studio unit and one- and two-bedroom units, for low- and moderate-income independent seniors age 55 and over, including one maintenance employee dwelling unit, and together with common space, offices, and parking (the “Project,” as more fully described in Exhibit B) at certain property located within the Redevelopment Area and commonly known as the northwest corner of West George Street and North Cicero Avenue, Chicago, Illinois 60641 and legally described in Exhibit C (the “Property”).

D. Redevelopment Plan: The Project will be carried out in accordance with this Agreement, and the Redevelopment Plan, attached hereto as Exhibit D, as amended from time-to-time.

E. City Financing: The City agrees to use Available Incremental Taxes to reimburse the LLC for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

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:

“2FM” shall mean the City’s Department of Fleet and Facilities Management.

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Affordable Housing Loan" shall mean that loan of Multi-Family Program Funds set forth in Exhibit E hereto.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the Agreement during the preceding calendar year, (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 or noncompliance 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; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Affordable Housing Covenant (Section 8.20); (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); and (5) compliance with all other executory provisions of the Agreement.

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

"Architect" means Weese Langley Weese or such other inspecting architect engaged as is approved by the Authorized Officer as contemplated by Section 3.09.

"Architect's Certificate" shall mean the certificates from the Architect indicating that the Project is at least 25% complete, at least 50% complete and 100% complete, as applicable.

"Authorized Officer" shall mean the Commissioner of DPD and a designee of the Commissioner of DPD.

"Available Incremental Taxes" shall mean the Incremental Taxes collected from the Redevelopment Area and deposited in the Area TIF Fund, and which are available for the financing or payment of Redevelopment Project Costs, after deducting (i) the City Fee, (ii) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement, if any and (iii) debt service payments with respect to the Bonds, if any.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

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

"City Fee" shall mean the fee described in Section 4.02 hereof.

"City Funds" shall mean the funds paid to the LLC described in Section 4.03 hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Completion Date" shall mean the date the City issues its Certificate of Completion.

"Construction Contract" shall have the meaning set forth in Section 6.02 hereof

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

"DCEO Grant" shall mean the grant in the amount of \$320,000 awarded by the Illinois Department of Commerce and Economic Opportunity to HHDC for the Project. HHDC shall, through the LLC, make a shareholder's contribution of the DCEO Grant proceeds to the General Partner, and the General Partner shall thereafter contribute the DCEO Grant proceeds to the Partnership as a general partner capital contribution.

**[["Draft NFR Letter" shall mean a draft of the NFR Letter, if any shall be required, prepared by the Illinois Environmental Protection Agency based on TACO Tier I residential remediation objectives, as amended or supplemented from time to time.]]**

"Environmental Laws" means any and all federal, state, local or other laws (including common law) relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated thereunder, and all analogous state and local counterparts or equivalents, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and any theory of common law tort or toxic tort, including, without limitation, negligence, trespass, nuisance, strict liability or ultrahazardous activity.

"Equity" shall mean funds of the Partnership (other than funds derived from Lender Financing) in an amount not less than that set forth in Exhibit E attached hereto.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean, with respect to each construction phase undertaken, any construction escrow agreement to be entered into by the Title Company (or an affiliate of, or an entity as an agent of, the Title Company), the Developer, the Lender(s) and the City (and acknowledged by the General Contractor), substantially in the form of Exhibit L attached hereto, which shall govern the funding of the Equity, the Lender Financing, if any, and the City Funds.

"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 NFR Letter" shall mean a final comprehensive NFR Letter, if any shall be required, from the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the terms and conditions of the SRP Documents, as amended or**

supplemented from time to time. The Final NFR Letter shall state that the Property meets TACO Tier 1 remediation objectives for residential properties and the construction worker exposure route as set forth in 35 IAC Part 742, but may be conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.]]

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean Tropic Construction Corp., or another entity approved by DPD, which shall be hired by the Developer.

"General Partner" shall mean Cicero and George Elderly Corporation, an Illinois corporation.

"Hazardous Substances" 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 Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold.

"IEPA" shall mean the Illinois Environmental Protection Agency and any successor department thereto.

"Illinois Clean Energy Fund Grant" shall mean the grant in the amount of \$75,000 awarded by the Illinois Clean Energy Fund to HHDC for the Project. HHDC shall, through the LLC, make a shareholder's contribution of the Illinois Clean Energy Fund Grant proceeds to the General Partner, and the General Partner shall thereafter contribute the DCEO Grant proceeds to the Partnership as a general partner capital contribution.

"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 Area TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Partnership from lenders, if any, and used to pay for Costs of the Project otherwise secured by the Property. The Lender Financing for the Project is summarized on Exhibit E.

"Limited Partner" shall mean Bank of America, N.A., a national banking association or an affiliate thereof and its successors and assigns as permitted under Section 8.01(j) hereof.

"Losses" shall mean any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

"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 F-2.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

**["NFR Letter" shall mean a "No Further Remediation" letter , if any shall be required, issued by the IEPA pursuant to the SRP and, with respect to any USTs subject to Title 16 of the Illinois Environmental Protection Act, a "No Further Remediation" letter with respect to such USTs pursuant to Title 16, whichever is applicable, as amended or supplemented from time to time.]]**

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

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

"Phase I Report" means the [Phase I Environmental Site Assessment Report] prepared by GSG Environmental dated [August \_\_, 2014] for the Property issued in favor of the Partnership and in which the City is expressly identified as a permitted user.

**["Phase II Report" means the [Phase II Environmental Site Assessment Report] prepared by GSG Environmental dated July \_\_, 2014] for the Property issued in favor of the Partnership and in which the City is expressly identified as a permitted user.]]**

"Plans and Specifications" shall mean the final construction documents prepared by Weese Langley Weese Architects 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 mean those prior expenditures relating to the Project set forth in Exhibit H hereto that have been incurred by the LLC prior to the Closing Date and in accordance with the Project Budget and which qualify as TIF Funded Improvements.

"Project" shall have the meaning set forth in the Recitals hereof, and more fully described in Exhibit B.

"Project Budget" shall mean the budget attached hereto as Exhibit F-1, showing the total cost of the Project by line item, as the same may be amended from time to time with the consent of DPD.

"Project PINS" means the property index numbers assigned to the Property, which are currently 13-28-223-029, 13-28-223-030, 13-28-223-031, 13-28-223-032, and 13-28-223-033 which specific PINS may change pursuant to consolidation, .

"Property" shall have the meaning set forth in the Recitals hereof.

[["RACR" shall mean a Remedial Action Completion Report, **if any shall be required**, submitted to the IEPA in connection with a request for a Final NFR Letter.]]

"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, attached as Exhibit D, or otherwise referenced in the Redevelopment Plan.

"Released Claims" shall have the meaning set forth in Section 3.02(g).

[["Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property, **if any shall be required**, in accordance with the terms and conditions of the Draft NFR Letter for the Property (if any shall be issued), SRP Documents (if any shall be submitted to IEPA), all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.]]

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit I, to be delivered by the Developer to DPD pursuant to Section 4.03 of this Agreement.

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

"Special Limited Partner" shall mean Banc of America CDC Special Holding Company, Inc., or an affiliate thereof or its successors and assigns as permitted under Section 8.01(j) hereof.

[["SRP" or "Site Remediation Program" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.]]

[["SRP Documents" means the Comprehensive Site Investigation/ Remediation Objectives Report/ Remedial Action Plan, **if any shall be required**, submitted to the IEPA in connection with a request for a Draft NFR Letter, dated [\_\_\_\_\_] 2014, prepared by [[\_\_\_\_\_] ], as amended or supplemented from time to time.]]

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on December 31, 2024.

"TIF-Funded 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 reimburse and/or pay for out of the City Funds, subject to the terms of this Agreement, as set forth on Exhibit J, as the same may be amended with DPD's consent.

"Title Commitment" shall have the meaning set forth in Section 3.02(c) hereof.

"Title Company" shall mean \_\_\_\_\_

"Title Policy" shall mean a title insurance policy, issued in favor of the Partnership, in the most recently revised ALTA or equivalent form, showing the Partnership 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.

[["UST(s)" means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (a) any underground storage tank as defined in 415 ILCS 5/57.2, (b) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (c) any tank used for storing heating oil for consumption on the Property where stored, (d) any septic tank, (e) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (f) any pipes connected to items (a) through (e) above.]]

"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 will complete construction of the Project pursuant to the Plans and Specifications, but subject to the provisions of Section 18.17, no later than July 31, 2016 or such later date as to which DPD may consent (which consent shall not be unreasonably withheld provided that construction is completed on or before December 31, 2016 in connection with the federal low-income housing tax credits allocated to the Project.).

3.02 Plans and Specifications. The Developer has delivered the Plans and Specifications to DPD for the Project and DPD has approved same. After such initial approval, subsequent proposed changes to the Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.05 hereof. The 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 DPD, and DPD has approved, a Project Budget showing total costs for the Project in the approximate amount of \$22,175,624. The

Developer hereby certifies (a) the Partnership has the necessary Lender Financing and Equity in an amount sufficient to pay for the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer, as necessary and whenever applicable, shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.05 hereof.

**3.04    [[INTENTIONALLY OMITTED]]**

**3.05    Change Orders.** 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 DPD for DPD's prior written approval, which shall not be unreasonably withheld or delayed. 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 DPD's written approval. 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.

**3.06    DPD Approval.** Any approval granted by DPD 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 DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

**3.07    Other Approvals.** Any DPD, City Department of Transportation, City Department of Buildings, or other City departmental approval under the 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 DPD's approval of the Plans and Specifications) and, to the extent required, proof of the General Contractor's and each subcontractor's bonding.

**3.08    Progress Reports and Survey Updates.** After commencement of construction, the Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including the amount of TIF-Funded Improvements incurred and revised completion dates if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.05). **[[The Developer may satisfy this reporting requirement through submission of the monthly construction draw, so long as any additional information DPD requests regarding status of the Project and the amount of TIF-Funded Improvements shall be provided upon request by DPD.]]** The Developer shall provide three (3) copies of an updated Survey to DPD if the same is required by any lender providing Lender Financing, reflecting improvements made to the Property.

**3.09    Inspecting Agent or Architect.** An independent agent or architect approved by DPD 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 DPD, prior to requests for disbursement for



costs related to the Project. ~~[[At the Developer's option (but still subject to DPD approval as set forth above), the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed by the State of Illinois, an inspecting agent of DPD or the Architect.]]~~

3.10 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. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.11 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.

3.12 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.

3.13 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 and are of general applicability to other property within the City.

## SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds~~Error! Bookmark not defined.~~. The cost of the Project is estimated to be \$22,175,624, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources as set forth on Exhibit E attached hereto.

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.

### 4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay for (through the Escrow), or reimburse the LLC for, costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit J sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid for (through the Escrow) or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)) contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(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 City

funds in a principal amount not to exceed Four Million Dollars (\$4,000,000) (the "City Funds") from Available Incremental Taxes to pay for (through the Escrow) or reimburse the LLC for the costs of the TIF-Funded Improvements. City Funds will be provided in three installments as follows: i) the first payment of up to \$1,000,000 will occur after construction is 25% complete, as evidenced by an Architect's Certificate; ii) the second payment of up to \$1,000,000 will occur after construction is 50% complete, as evidenced by an Architect's Certificate, and iii) the third and final payment will consist of the balance of the City Funds (which is anticipated to be approximately \$2,000,000) and will occur upon the issuance of the Certificate of Completion.

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

(i) The amount of the Available Incremental Taxes is sufficient to pay for such costs; and

(ii) The City has been paid the City Fee described in Section 4.06 below.

(c) The Developer may direct the amounts payable pursuant to Section 4.03(a) and (b) to be paid by the City in accordance with this Agreement to an account established by the Developer with Bank of America, N.A., or another financial institution as directed by the Developer. The wiring instructions for such account shall be provided to the City by the Developer.

#### **4.04 Requisition Form and Disbursement Preconditions**

(a) Requisition Forms. After the Closing Date, and prior to any request for an installment payment, the LLC shall provide DPD with a Requisition Form, along with the documentation described therein, until the Certificate of Completion is issued by DPD. Upon DPD's request, the Developer shall meet with DPD to discuss any Requisition Form(s).

(b) Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of a Requisition Form (in the form of Exhibit I) for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth in the Requisition, constitute a certification to the City, as of the date of such Requisition, that:

(i) the total amount of the [disbursement request] represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current [disbursement request] have been paid to the parties entitled to such payment;

(iii) Developer has approved all work and materials for the current Requisition subject to the terms of the Construction Contract, and to the best of Developer's knowledge, such work and materials conform to the Plans and Specifications;

(iv) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

(v) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(vi) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project's construction. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any [disbursement] 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 Developer. In addition, Developer shall have satisfied all other preconditions for each disbursement of City Funds, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

Notwithstanding any other provision in this Agreement, the City shall not terminate this Agreement upon the occurrence of an Event of Default if foreclosure proceedings have been commenced under any mortgage securing any Lender Financing or a deed in lieu of such foreclosure has been executed and delivered and provided that either lender providing Lender Financing, or transferee of such lender, has cured or has commenced and is pursuing the cure of the Event of Default within the curative time period provided under Section 15.03.

4.05 **Prior Expenditures.** Exhibit H hereto sets forth the Prior Expenditures approved by DPD as of the date hereof.

4.06 **City Fee.** Annually, the City may allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.07 **Cost Overruns.** The Developer shall be solely responsible for any Project costs in excess of those set forth in the Project Budget and shall hold the City harmless from any and all such costs.

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. The payment of City Funds is subject to being terminated and/or reimbursed as provided in Section 15.

4.09 **Permitted Transfers.** Notwithstanding anything herein to the contrary, City will permit (i) \_\_\_\_\_ the investor limited partner (the "**Investor Limited Partner**") to remove the General Partner as the general partner of the Partnership, in accordance with the Partnership's limited partnership agreement, provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent (except no consent of the City shall be required under this Agreement if the substitute general partner is an affiliate of the Investor Limited Partner, and (ii) the General Partner to pledge to Bank of America, N.A. all of the General Partner's rights, title and interest in and to the Developer and under the Developer's limited partnership agreement as collateral for the Developer's obligations under the loans made or to be made by Bank of America, N.A., to Developer) and (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated entity; provided, however, that the prior written consent of DPD shall not be required for a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity, but prior written notice to DPD is required..

## **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 DPD, and DPD 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 DPD, and DPD has approved, the Plans and Specifications in accordance with the provisions of **Section 3.02** hereof.

5.03 **Other Governmental Approvals.** The Developer has secured all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 **Financing.** The Developer has furnished proof reasonably acceptable to the City that the Partnership has Equity and Lender Financing in the amounts set forth in **Exhibit E** 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 Partnership as needed and are sufficient (along with the Equity set forth in **Exhibit E** and **Section 4.01**) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, 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 Partnership as the named insured (following HHDC's conveyance of the Property to the Partnership on or prior to the Closing Date). 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, contiguity, location, access and survey.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the names of the Partnership, the General Partner, the LLC, HHCD, and Tropic Construction Corp, and any other entities the Corporation Counsel reasonably deems necessary) 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
Clerk of Circuit Court, Cook County	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 Surveys. 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 DPD.

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 L, with such changes as required by or acceptable to Corporation Counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05 hereof.

5.11 Financial Statements. The Partnership and the LLC have provided, if either such entity has completed a fiscal year in which it engaged in economic activity prior to the execution of this Agreement, Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements, if applicable.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters.

5.13 Environmental. The Developer has provided DPD with copies of the Phase I Report and any other reports, data or correspondence relating to the environmental condition of the Property[[, including any Phase II Reports]]. Developer may either provide the City with a

letter from the environmental engineer(s) who completed the foregoing environmental documents authorizing the City to rely on such audits or require the environmental engineer(s) to provide that the City is a permitted user of the Phase I Report and is entitled to rely on same. **[[The Developer shall also provide the City with a copy of any SRP Documents, Draft NFR Letter or any other reports data or documentation required if the City shall, upon completing its review of the Phase I Report and other documents previously provided, conclude that the Property condition requires that the Property be enrolled in the Site Remediation Program]]**

**5.14 Corporate Documents; Economic Disclosure Statement.** The Partnership, the General Partner, the LLC, and HHDC have each provided a copy of its Articles or Certificate of Incorporation, Certificate of Organization, or Certificate of Limited Partnership, as applicable, 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 each 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, partnership agreement, or operating agreement, as applicable; and such other corporate documentation as the City has requested. Each entity in this Section and the Limited Partner and its affiliate, if applicable, or some other limited partner approved by the DPD Commissioner, has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

**5.15 Litigation.** The Developer has provided to Corporation Counsel and DPD, 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 Bid Requirement for General Contractor and Subcontractors.** The City has approved the Developer's selection of Tropic Construction Corp., an Illinois corporation, as the General Contractor. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts previously entered into in connection with TIF-Funded Improvements have already been provided to DPD; copies of subcontracts to be entered into, after the date of this Agreement, in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. 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 DPD and all requisite permits have been obtained.

**6.02 Construction Contract.** Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract (showing both parties of the Developer as parties to the Contract) with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD'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 DPD 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 commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A312 or its equivalent. 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 M 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 3.05 (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-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

## **SECTION 7. COMPLETION OF CONSTRUCTION**

**7.01 Certificate of Completion of Construction.** Upon completion of the of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall either issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement or a written statement detailing the measures which must be taken in order to obtain the Certificate. DPD may require an Architect's Certificate certifying completion from the Architect hired at the Developer's expense to confirm the completion of the Project. The Developer may resubmit a written request for a Certificate upon completion of such measures.

The Certificate will not be issued until:

(a) The Developer has notified the City in writing that the Project has been completed as defined in this Agreement and according to the Plans and Specifications (as modified in accordance with Section 3.05 hereof); and

(b) The Developer has received a Certificate of Occupancy (or other evidence acceptable to DPD that the Developer has complied with building permit requirements) for all components of the Project; and

(c) The City's Monitoring and Compliance Unit has verified that the Developer is in full compliance with City requirements set forth in Section 11, Section 10, and Section 8.09 – Davis-Bacon wages with respect to the construction of the Project; and

(d) The Developer has demonstrated to the City that it has incurred costs of TIF-Funded Improvements for the Project in at least the amount requested in the Requisition Form; and

(e) The Developer has complied with the Affordable Housing Covenant in Section 8.20; and

[[f) if the City determines that the Property must be enrolled in the Site Remediation Program, the Developer shall have submitted and recorded its "No Further Remediation Letter" from the Illinois Environmental Protection Agency.]]

7.02. Terms & Conditions, and Representations, and Warranties To Remain in Effect. The Certificate relates only to the construction of the Project, 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 8.02, 8.19(c), 8.20 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 the covenants set forth in Section 8.02 shall be deemed to have been fulfilled upon the issuance of a Certificate. 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.

Notwithstanding the foregoing, until the City has made its initial \$1,000,000 installment payment of City Funds, the covenants specifically described at Sections 8.02, 8.19(c), 8.20 as covenants that run with the land shall not bind any successor by foreclosure or deed in lieu of foreclosure of any mortgage securing Lender Financing unless such transferee accepts an assignment of the Developer's interest hereunder in accordance with Section 16(b).

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 following rights and remedies:

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

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds.



7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD 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.

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

8.01 General. The Partnership and LLC and HHDC each represents, warrants and covenants (except where only a specific entity is designated as making the representation, warranty or covenant), as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Partnership is an Illinois limited partnership, the LLC is an Illinois limited liability company, and HHDC is an Illinois not-for-profit corporation, each 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 the Partnership and the LLC and HHDC has the right, power and authority to enter into, execute, deliver and perform this Agreement, as applicable;

(c) the execution, delivery and performance by the Developer and HHDC of this Agreement has been duly authorized by all necessary action, and does not and will not violate, as applicable, the LLC's Articles of Organization, or operating agreement as amended and supplemented, or the Partnership's amended and restated limited partnership agreement, as amended and supplemented, or HHDC's Articles of Incorporation, its Bylaws as amended and supplemented, by 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 or HHDC is now a party or by which the Developer or HHDC is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Partnership shall acquire from HHDC and 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 and governmental charges that the Developer is contesting in good faith pursuant to Section 8.19(a) 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 obtained or will obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and, following the City's issuance of all applicable certificates of occupancy, operate the Project;

(h) the Developer is not in default with respect to any agreement or instrument related to the borrowing of money to which the Developer is bound or for which the Property serves as collateral;

(i) any Financial Statements provided to the City are and will be, at the time of submittal, true, complete and correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Partnership since the date of the Developer's most recent Financial Statements provided to the City;

(j) prior to the issuance of the Certificate pursuant to Section 7.01, the Developer shall not directly or indirectly do any of the following without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey, lease (except for residential rental leases for the units in the Project entered in the ordinary course of business) or otherwise dispose of all or substantially all of its assets or any portion of the Property; (3) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; (4) enter into any transaction outside the ordinary course of Developer's business; or (5) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated entity except as allowed in Section 4.09; and also provided, however, that the prior written consent of DPD shall not be required for a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity, but prior written notice to DPD is required.

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, 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 disclosed in the Project Budget; and

(l) the Developer, HHDC, or any affiliate of the Developer or HHDC have not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the 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 the 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, HHCD nor any affiliate of the Developer or HHDC 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) payments of City Funds are subject to the amount of Available Incremental Taxes deposited into the \_\_\_\_\_ Account being sufficient for such payments. If, and that if the Available Incremental Taxes turn out to be insufficient to make such payments, such insufficiency shall not give the Developer or any other party any claim or right to any other Incremental Taxes or City funds.;

(o) such party understands that (A) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the \_\_\_\_\_ Account; (B) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (C) such party will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (D) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(p) such party has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(q) such party understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party may be less than the maximum amounts set forth in Section 4.03(b);

(r) except as otherwise authorized in this Agreement, such party understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any, sale, assignment, pledge or transfer by such party of City Funds in violation of this [RDA]; and

(s) such party acknowledges that the City has no continuing obligation to provide it with any information concerning the City Funds or otherwise, except as set forth in this [RDA].

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

Developer and HHDC represent and warrant that from the date the City approached the Developer or HHDC or the date the Developer or HHDC approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

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

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

- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Project Budget, the 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, 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 LLC shall be used by the LLC solely to pay for or reimburse the LLC for the TIF-Funded Improvements as provided in this Agreement. The City acknowledges that the LLC shall loan the City Funds to the Partnership in accordance with the Partnership's amended and restated limited partnership agreement for the Project.

**8.05 TIF Bonds.** The Developer Parties 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) TIF Bonds in connection with the Redevelopment Area; provided, however, that any such amendments shall not have a material adverse effect on the Developer Parties or the Project; provided, further, that the proceeds of TIF Bonds issued on a tax-exempt basis cannot be used as a source of City Funds or to repay the City Funds; and provided further, that the proceeds of TIF Bonds shall not be used to make any payments to the Developer Parties hereunder. The Developer Parties shall, at the Developer Parties' 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** [Intentionally Omitted]

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. Such reports shall be delivered quarterly to the City. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD'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 DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 **Prevailing Wage.** Unless required to pay federal "Davis-Bacon" wages pursuant to the terms of the Lender Financing or project-based section 8 federal rental subsidy for the Project, 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 DPD 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-Funded 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 DPD'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.** Commencing in the earlier of first fiscal year in which Developer engaged in economic activity or 2015, the Developer shall obtain and provide to DPD Financial Statements for the Developer for such fiscal year for which such statements are available and each 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 DPD 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 DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, 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 DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 DPD 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.

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, 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, whether or not in the performance of this Agreement. 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. 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 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. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. 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 DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) the Developer shall demonstrate to DPD'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

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD 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 DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD 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.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect; provided, however, nothing contained in this provision shall preclude Developer from applying for and receiving any reduction in the amount of real estate taxes payable for the Project or the Property, subject to the provisions of clause (ii) below.

(ii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property for Real Estate Taxes applicable until the tax year that ends on December 31, 2023; provided, however, the Developer is permitted to apply for a Class 9 or similar designation from Cook County (including the Cook County Assessor's Affordable Housing Initiative program) even if such designation with respect to the Property would result in a reduced assessed value. As part of the Class 9 or similar designation, the Cook County Assessor may consider the income approach permitted for projects financed with the federal low income housing tax credit per 35 ILCS Section 10-260.

(iii) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property; provided, however, the Developer is permitted to apply for a Class 9 or similar designation from Cook County and may defend against any Underassessment Complaint that seeks to challenge the Class 9 (or similar designation) assessment.

(iv) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date

hereof; provided however, that the covenants shall be released upon the expiration of the Term of the Agreement or as otherwise provided in Section (c)(ii) above. The Developer agrees that any sale (including, without limitation, any sale and leaseback), lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof, including the transfer of title from HHDC to the Partnership, shall be made explicitly subject to such covenants and restrictions.

Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer or its successors and assigns, may waive and terminate the Developer's covenants set forth in this Section 8.19(c).

**8.20 Affordable Housing Covenant.** In connection with the Affordable Housing Loan, a certain Regulatory Agreement between the City and the Developer, dated as of the date hereof, shall be recorded against the Property, which shall impose certain affordability restrictions on the Project as set forth therein.

Developer agrees and covenants to the City that the provisions of that certain Regulatory Agreement as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing.

**8.21 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.

**8.22 Annual Compliance Report.** Beginning with the calendar year in which the Certificate is issued and continuing throughout the Term of the Agreement, the Developer shall submit to DPD the Annual Compliance Report by February 1<sup>st</sup> of the year following the end of the calendar year to which the Annual Compliance Report relates. For example, if the Certificate is issued in 2014, then the first Annual Compliance Report will be due no later than February 1, 2015.

**8.23 Inspector General.** It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's member (for the LLC), officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

#### **8.24 FOIA and Local Records Act Compliance**

(a) **FOIA.** Each of the Partnership and the LLC acknowledge that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA

requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then such Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request will be a breach of the Agreement.

(b) Exempt Information. Documents that the Developer submits to the City under Section 8.22 (Annual Compliance Report) or otherwise during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

(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 on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 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 DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the 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 DPD, 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 DPD, 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 aggregate hard construction costs (as set forth in Exhibit F-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 DPD.

(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

11.01 [[Environmental Assessment. HHDC and the Developer hereby represent and warrant to the City that HHDC has obtained an updated Phase I ESA report, **[[a Phase II ESA report]]** and other 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, Plans and Specifications and all amendments thereto, and the Redevelopment Plan**[[, provided however that the Developer acknowledges that the environmental review of the Property by 2FM on behalf of the City is currently on-going an may require that the Property be enrolled in the Site Remediation Program of IEPA.]]**. Notwithstanding the foregoing or any other provision to the contrary contained in this Agreement, 2FM shall have the right to review and approve the sufficiency of the Phase I **[[and Phase II]]** ESA reports and any other reports prepared for the Property**[[, including, without limitation the SRP Documents, if any shall be required]]**. Upon 2FM's request, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project, including, without limitation, updating or expanding the Phase I Report and performing additional Phase II testing. HHDC and the Developer agree to deliver to the City a copy of each report prepared by or for HHDC or the Developer regarding the environmental condition of the Property.

11.02 [[[Environmental Remediation. (a) **If the environmental investigation of the Property discloses that the Property is contaminated**, HHDC shall enroll the Property in the SRP and submitted the SRP Documents to the IEPA. The IEPA shall review the SRP Documents and requested follow-up actions and corrections pursuant to letter dated \_\_\_\_\_, 2014. The Developer agrees to take all such follow-up actions and other necessary and proper steps to obtain a Draft NFR Letter for the Property. The Developer acknowledges and agrees that if the Property is enrolled in the SRP, it may not commence construction on the Property until the IEPA issues, and 2FM approves, a Draft NFR Letter. After 2FM approves the Draft NFR Letter, **if any shall be required**, the Developer covenants and agrees to complete the Remediation Work, **if any**. The City



shall have the right to review in advance and approve any material changes to **any** SRP Documents, **that may be required**, the RACR for the Property and the Developer's estimate of the cost to perform **any** Remediation Work **that shall be required**. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters, including, without limitation, any plans or proposals the Developer may have that would materially increase or decrease the costs of the Remediation Work. The Developer shall bear sole responsibility for all aspects of the Remediation Work and any other investigative and cleanup costs associated with the Property, including, without limitation, the removal and disposal of all Hazardous Substances, debris and other materials excavated during the performance of the Remediation Work. The Developer shall promptly transmit to the City copies of all documents and other written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work. The Developer acknowledges and agrees that the City will not issue a Certificate until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property, and the Final NFR Letter has been recorded against the Property; provided, however, if the Final NFR Letter is materially consistent with the Draft NFR Letter (as approved by the City in accordance with this Section 11.02) and no new environmental conditions were discovered on the Property during construction of the Project, then the Final NFR Letter shall be presumed reasonably satisfactory to the City.]]

11.03 Survival. This Section 11 shall survive the termination of this Agreement.

## 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.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(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 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 bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy has 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 Contractor undertakes any construction, including improvements, betterments, and/or repairs, the 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.

(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 on the 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 form of a builder's risk policy]] in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(ii) Post-construction, throughout the Term of the Agreement, the Partnership shall obtain and maintain 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 an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and 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 the 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 the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 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.

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 the 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 the 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. Each of the Partnership and the LLC 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-Funded 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 the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate of the 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 has 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 (after the expiration of any applicable cure period) if such failure may have a material adverse effect on the Developer's ability to perform, keep or observe any of its conditions, promises or obligations hereunder;

(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 and/or liens bonded by the Developer or insured by the Title Company, 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, 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 that impacts the Developer's ability to perform, keep or observe any of its conditions, promises or obligations hereunder and 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 Partnership, the General Partner or the LLC;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement and without the prior written consent of the City, (i) the sale or transfer of an ownership interest in the Developer, except to the extent that the syndicator of low-income tax credits, including the Limited Partner, may acquire or sell an interest in the Partnership, but only to one of its affiliates, or (ii) a change in the General Partner of the Partnership or the sole member of the LLC.

**15.02 Remedies.** Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and seek reimbursement from the Developer of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy against the Developer, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

**15.03 Curative 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 sixty (60) 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 sixty (60) 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 sixty (60) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured which cure shall be completed within one-hundred eighty (180) days unless the City shall agree to extend such 180 day period in writing; provided, further, notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of any default made or tendered by the Limited Partner shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if made or tendered by the Developer.

**15.04 Right to Cure by Lender or Limited Partner.** In the event that Developer fails to perform a covenant as set forth in Section 15.03 above, the City shall, prior to exercising any such right or remedy, send notice of such failure by Developer to the Lender and the Limited Partner in accordance with Section 17 (which notice may be sent concurrently with any notice sent to Developer pursuant to this Section 15) and the Lender or the Limited Partner shall have the right (but not the obligation) to cure such failure to perform by the Developer in the same manner and time period as the Developer provided however that Developer shall have such additional cure rights as follows:

(a) Notwithstanding the provisions of this Section 15 regarding the cure periods hereunder, if Developer's failure to perform is for a non-monetary covenant as set forth in Section 15.01(e), (f), (g), (h), (i) or (j) hereof or other failure to perform by the Developer that is not reasonably capable of being cured within such 60 day period (each such failure being a "Personal Developer Default"), the Lender or the Limited Partner shall provide written notice to the City within 30 days of receipt of notice of such Personal Developer Default stating that it shall cure such Personal Developer Default by the assignment of all of the Developer's rights and interests in this Agreement to the Lender or the Limited Partner or any other party agreed to in writing by the Lender, the Limited Partner and the City. Upon receipt by the City of such notice from the Lender or the Limited Partner, as applicable, the cure period shall be extended for such reasonable period of time as the City may determine to be necessary to complete such assignment and assumption of Developer's rights hereunder; provided, however, that no payment of City Funds shall occur until such time as such Personal Developer Default is cured.

(b) If Developer's failure to perform involves any non-monetary covenant and such non-monetary default is not reasonably capable of being cured by the Lenders or the Investor Limited Partner within the applicable cure period, such period shall be extended, if possession of the Project is necessary to effect such cure, provided that the party seeking such cure must (i) have begun to cure such default within the applicable cure period and continues diligently to pursue such cure and (ii) the party seeking such cure must have instituted appropriate legal proceedings to obtain possession. In addition, upon such party obtaining possession of the Project, in the City's sole discretion, the City shall waive any Event of Default that cannot reasonably be cured.

## **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 made prior to or on the date hereof in connection with Lender Financing 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 or indemnification obligation 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 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 DPD.

#### **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) overnight courier, or (c) registered or certified mail, return receipt requested.

If to the City:	City of Chicago Department of Planning and 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: Cicero & George Limited Partnership  
c/o Cicero and George Elderly Corporation  
325 N. Wells Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60647  
Attention: Mark Kruse

Hispanic Housing Cicero and George LLC  
c/o Hispanic Housing Development Corporation  
325 N. Wells Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60654  
Attention: Mark Kruse

With Copies To: Applegate & Thorne-Thomsen, P.C.  
626 W. Jackson Blvd, Suite 400  
Chicago, Illinois 60661  
Attention: Bill Skalitzky

And to:

If to the Lender: Bank of America, N.A.  
135 South LaSalle Street  
Mail Code M01-076-04-02  
Chicago, Illinois 60603  
Attention: Stephen Sparks

With Copies To: Charity & Associates, P.C.  
20 N. Clark Street, Suite 1150  
Chicago, Illinois 60602  
Attention: Elvin Charity

And to:

Limited Partner: Bank of America, N.A.  
Mail Code: WA1-501-37-67  
Fifth Avenue Plaza, Floor 37  
800 5th Avenue  
Seattle, WA 98104-3176  
Attention: Todd McCain, Vice President  
Facsimile: 206/585-8404

Special Limited Partner: Banc of America CDC Special Holding Company, Inc.  
c/o Bank of America Merrill Lynch  
Tax Credit Equity Investment Asset Management  
NC1-007-11-25  
100 North Tryon Street  
Charlotte, NC 28202  
Attention: Nicole Baldon, Vice President  
Facsimile: 980/386-6662

With Copies To:

Sidley & Austin, LLP  
One South Dearborn, Suite \_\_\_\_\_  
Chicago, Illinois 60603  
Attention: David R. Hill

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 clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (c) 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 A hereto without the consent of any party hereto, and DPD may grant consents as explicitly provided for under certain sections of this Agreement. 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 materially reduce the scope of the Project, to materially change the Project or business operations of the Developer at the Property, or increases the City Funds payable to the Developer, or a change in the Term of the Agreement.

**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, and any bond ordinances relating to the Redevelopment Area, if any, 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, DPD or the Commissioner, or any matter is to be to the City's, DPD'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, DPD 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 DPD 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 provided in Section 8.01(j), 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, which consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement. The foregoing limitation shall not prevent the Developer from collaterally assigning their respective interests in this Agreement to a lender that is providing Lender Financing for the Project, including any such lenders identified after the Closing Date and approved by the City that also require such collateral assignment so long as such collateral assignment does not give any such assignee lender any rights as Developer under this Agreement unless it assumes

all of Developer's obligations under this Agreement as otherwise required by the City hereunder. 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 Sections 8.19(c) and 8.20. 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 events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall within ten (10) business days after the date of the occurrence of the event causing such delay, 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 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 may 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

**CICERO & GEORGE LIMITED PARTNERSHIP**, an Illinois limited partnership

By: **CICERO AND GEORGE ELDERLY CORPORATION**, an Illinois corporation and its sole general partner

By: \_\_\_\_\_  
Name: Hipolito Roldan  
Its: President

**HISPANIC HOUSING CICERO AND GEORGE LLC**, an Illinois limited liability Company

By: **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Name: Hipolito Roldan  
Its: President

**HISPANIC HOUSING DEVELOPMENT CORPORATION**, An Illinois Not-for-Profit Corporation

By: \_\_\_\_\_  
Name: Hipolito Roldan  
Its: President

**CITY OF CHICAGO**, acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
Name: Andrew J. Mooney  
Its: 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 Hipolito Roldan, personally known to me to be the President of Cicero and George Elderly Corporation, an Illinois 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 signed, sealed, and delivered said instrument, pursuant to the authority given to him 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, as general partner of Cicero & George Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
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 Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for profit corporation (the "Corporation") which is the sole member of Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "Company") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of the Corporation on behalf of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
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 Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, 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 in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation as his 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
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 Planning and 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 signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his 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 \_\_\_\_th day of \_\_\_\_\_, \_\_\_\_.

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

My Commission Expires\_\_\_\_\_

(SEAL)

## LIST OF EXHIBITS

Exhibit A	Legal Description of Redevelopment Area*
Exhibit B	Description of Project*
Exhibit C	Legal Description of Property*
Exhibit D	Redevelopment Plan
Exhibit E	Financing for the Project*
Exhibit F-1	Project Budget*
Exhibit F-2	MBE/WBE Project Budget*
Exhibit G	Permitted Liens*
Exhibit H	Approved Prior Expenditures
Exhibit I	Requisition Form
Exhibit J	TIF-Funded Improvements*
Exhibit K	Form of Subordination Agreement
Exhibit L	Opinion of Developer's Counsel
Exhibit M	Form of Payment Bond for Work in the Public Way

(An asterisk(\*) indicates which exhibits are to be recorded.)

**EXHIBIT A**

**Legal Description of the Redevelopment Area**

(See Attached)

## **EXHIBIT B**

### **Description of the Project**

The Developer will build a new 6-story building comprised of 1 studio, 64 1-bedroom units and 5 2-bedroom units. Amenities include on-site parking, balconies, outdoor space, a community room, work-out room, laundry facilities and on-site management office and a live-in maintenance supervisor. The exterior of the building is designed to compliment neighboring properties and incorporate modern materials to anchor the community.

## EXHIBIT C

### Legal Description of Property

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

LOTS 6, 7, 8 9 AND 10 IN BLOCK 2 IN FALCONERS 2<sup>ND</sup> ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 13-28-223-029, 13-28-223-030, 13-28-223-031, 13-28-223-032, and 13-28-223-033

Commonly Known Address or Location: Northwest corner of West George Street and North Cicero in Chicago, Illinois 60641 (final address pending)

**EXHIBIT D**

**Redevelopment Plan**

## EXHIBIT E

### Financing for the Project

BORROWER:	Cicero & George Limited Partnership, an Illinois limited partnership with Cicero and George Elderly Corporation, an Illinois corporation (whose sole owner is Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC") of which Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC"), is the sole member), as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners		
PROJECT:	Construction of a multi-story building to be located thereon at 4800 West George Street in Chicago, Illinois and of approximately 69 dwelling units contained therein as a studio and one- and two-bedroom units for low- and moderate-income persons, together with one maintenance employee dwelling unit, certain common space, offices, and parking.		
LOAN:	Source:	Multi-Family Program Funds	
	Amount:	Not to exceed \$5,100,000	
	Term:	Not to exceed 32 years	
	Interest:	Zero percent per annum, or another interest rate acceptable to the Authorized Officer	
	Security:	Non-recourse loan; second mortgage on the Property (the "City Mortgage")	
ADDITIONAL FINANCING:	1.	Amount:	Not to exceed \$10,500,000 (the "Construction Loan")
		Term:	Not to exceed 36 months, or another term acceptable to the Authorized Officer
		Source:	Bank of America, NA, or another entity acceptable to the Authorized Officer
		Interest:	A variable rate of interest that [(i) is equal to 30 day LIBOR, plus 250 basis points, daily floating; or (ii) any other interest rate that complies with all applicable law and is acceptable to the Authorized Officer]
		Security:	A mortgage on the Property senior to the lien of the City Mortgage, a pledge of capital contributions and general partner interests or such other security as may be acceptable to the Authorized Officer
	2.	Low-Income Housing Tax Credit ("LIHTC")	
		Proceeds:	Approximately \$12,350,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to retire a portion of the Construction Loan
		Source:	To be derived from the syndication of a LIHTC



allocation of approximately \$1,150,000 by the City

3.     Amount:     Not to exceed \$4,000,000  
       Term:       Not to exceed 32 years  
       Source:     LLC, derived from the proceeds of a grant of Tax Increment Financing, a portion of which shall be used to retire a portion of the Construction Loan, or another source acceptable to the Authorized Officer  
  
       Interest:    A fixed interest rate of interest not to exceed 10 percent per annum, or another interest rate acceptable to the Authorized Officer  
  
       Security:    Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer
  
4.     Amount:     Approximately \$420,000  
       Term:       Not to exceed 32 years  
       Source:     HHDC, derived from the proceeds of a grant from the Federal Home Loan Bank of Chicago (FHLB) Affordable Housing Program, or another source acceptable to the Authorized Officer  
  
       Interest:    A fixed rate of interest not to exceed 10 percent per annum, or another interest rate acceptable to the Authorized Officer  
  
       Security:    Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer
  
5.     Amount:     Approximately \$320,000  
       Source:     HHDC, derived from the proceeds of a grant from the Illinois Department of Commerce and Economic Opportunity, or another source acceptable to the Authorized Officer, and to be added to the Partnership equity as a capital contribution
  
6.     Amount:     Approximately \$75,000  
       Source:     HHDC, derived from the proceeds of a grant from the Illinois Clean Energy Fund (ICEF), or another source acceptable to the Authorized Officer, and to be added to the Partnership equity as a capital contribution
  
7.     Amount:     \$100  
       Source:     General Partner

**EXHIBIT F-1**

**Project Budget**

**SUBJECT TO CONFIRMATION BY CITY DPD**

<b>Land Acquisition Costs:</b>	<b>2,789,000</b>
<b>Hard Costs:</b>	
New Construction	13,830,720
GC, P & O	1,367,641
Constr. Cont.	676,000
<b>Soft Costs:</b>	
Permit	123,400
Furniture	50,000
Material Testing	90,000
Architectural Design	575,000
Legal Fees	195,000
Accounting/Cost Certification	35,000
Survey	15,000
Appraisal	7,000
Market Study	20,500
Environmental Reports	55,000
Lender's Architectural Supervision	20,000
Consulting	25,000
Title and Recording	35,000
Marketing	50,000
Construction and Bridge Loan Fees	120,000
Soil Borings	16,500
Tax Credit Fee	50,000
Lender's Legal Fees	50,000
Construction Period Interest	494,000
R E Taxes During Construction	25,000
Builder's Risk Insurance	30,000
Tax Reserve	34,650
Insurance Reserve	20,213
Rent up Reserve	125,000
Operating Reserve	210,000
Replacement Reserve	21,000
Miscellaneous Reserve	20,000
Developer Fee	1,000,000
<b>Total Uses</b>	<b>22,175,624</b>

**EXHIBIT F-2**

**MBE/WBE Project Budget**

**SUBJECT TO CONFIRMATION BY CITY DPD**

Hard Costs of Construction	\$13,830,720
24% MBE Requirement =	3,319,373
4% WBE Requirements =	553,229

## EXHIBIT G

### Permitted Liens

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, including

- (a) liens against the Property and pledges and security agreements granted in connection with the financing sources set forth in Section 4.01 and Exhibit E; and
- (b) the provisions in the amended and restated limited partnership agreement between the General Partner and Limited Partner of even date herewith that provide for the possible future conveyance of ownership of the Project and Property at or after the end of the initial fifteen year tax credit compliance period (such provisions being hereafter referred to as the "Option Provisions"), which such Option Provisions shall not be recorded. Notwithstanding the foregoing, the City shall not be deemed, by this or any reference to the Option Provisions, to have agreed to the exercise of any right or option contained in the Option Provisions, and the Owner shall not exercise any rights under the Option Provisions without the City's prior written consent in accordance with Section 8 of the City's Mortgage executed and recorded herewith, which consent the City may grant or deny in its sole discretion.

EXHIBIT H

**Approved Prior Expenditures**

(Attach At Closing)

## EXHIBIT I

### Requisition Form

State of Illinois                    )  
  ) SS  
COUNTY OF COOK                )

The affiant, Hipolito Roldan, the President of Hispanic Housing Development Corporation, which is the sole member of Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC"), hereby certifies that with respect to that certain Cicero & George Limited Partnership Redevelopment Agreement among the LLC, Cicero & George Limited Partnership, an Illinois limited partnership (the Partnership" together with the LLC are the "Developer"), Hispanic Housing Development Corporation, an Illinois not-for-profit corporation and the City of Chicago dated as of \_\_\_\_\_, 2014 (the "Agreement"):

A. Expenditures (final cost) for the Project, in the total amount of \$ \_\_\_\_\_, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ \_\_\_\_\_

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ \_\_\_\_\_

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. 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 Redevelopment 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.

3. The Developer has maintained its operations within the City of Chicago and is operating the Property for the same use and at substantially the same capacity as described in the Developer's TIF application and/or the Redevelopment Agreement.

4. The financial statements for the Developer's [[most recently concluded fiscal year in which it engaged in economic activity or 2014 fiscal year (or 2015 or other subsequent

fiscal year, as applicable)]] are attached to this Requisition Form (to be attached only if the applicable financial statement has been completed before the date of this Requisition).

F. Attached hereto is a copy of the final approval of the Monitoring and Compliance Division of the Department of Housing with respect to MBE/WBE, City Resident hiring and prevailing wage matters. [ATTACH WITH FINAL REQUISITION FORM ONLY]

G. Attached hereto are copies of the front and back of the building permit for the work covered by the Project, and/or, if applicable, the certificate of occupancy for the Project. [ATTACH WITH THE FIRST REQUISITION FORM ONLY, IF REQUESTED BY DDP.]

H. Attached hereto is a copy of the inspecting architect's confirmation of construction completion. [ATTACH WITH FINAL REQUISITION FORM ONLY]

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Hispanic Housing Cicero and George LLC, an Illinois limited liability company

By: Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, its sole member

By: \_\_\_\_\_  
Name: Hipolito Roldan  
Title: President

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
Name  
Title: \_\_\_\_\_  
City of Chicago  
Department of Planning and Development

EXHIBIT J

[[TIF-Eligible Costs\*\*

SUBJECT TO CONFIRMATION BY CITY DPD

<u>Line Item</u>	<u>Cost</u>
Construction Costs	[[ \$6,816,569*]]
Architectural Costs	287,500*

TOTAL –see below

[\$13,830,720 total construction costs plus \$575,000 total architectural costs equals 14,405,720]\*

\*only 50% of the construction costs are eligible TIF-Funded Improvements

\*\*The maximum amount of the City Funds provided to the developer shall not exceed \$4,000,000.]]



## EXHIBIT K

### Form of Subordination Agreement

This document prepared by and after recording return to:  
\_\_\_\_\_, Esq.

Assistant Corporation Counsel  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

### SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Chicago by and through its Department of Planning and Development (the "City"), and Bank of America, N.A., a national banking association (the "Lender").

### WITNESSETH:

**WHEREAS**, [INSERT RECITAL B FROM AGREEMENT];

**WHEREAS**, Bank of America, N.A. ("Lender") and Cicero & George Limited Partnership, an Illinois limited partnership (the "Borrower"), have entered into a certain Loan Agreement dated as of \_\_\_\_\_ pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \_\_\_\_\_ (the "Loan"), which Loan is evidenced by a Promissory Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing dated \_\_\_\_\_ and recorded \_\_\_\_\_ as document number \_\_\_\_\_ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents dated \_\_\_\_\_ and recorded \_\_\_\_\_ as document number \_\_\_\_\_ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

**WHEREAS**, the Borrower and Hispanic Housing Cicero and George LLC, an Illinois limited liability company (the "LLC", and collectively with the Borrower, the "Developer") and Hispanic Housing Development Corporation ("HHDC") desire to enter into a certain Cicero & George Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement," referred to herein along with various other agreements and documents related thereto as the "City Agreements");

**WHEREAS**, pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.19(c) and 8.20 of the Redevelopment Agreement (the "City Encumbrances");

**WHEREAS**, the City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate its respective liens under the Loan Documents to the City Encumbrances; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Borrower's ability to make, payments and prepayments of principal and interest on the Note, or to Lender's exercise of its rights pursuant to the Loan Documents except as provided herein.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

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

With a copy to: City of Chicago Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

If to the Lender: Bank of America, N.A.  
135 South LaSalle Street  
Mail Code M01-076-04-02  
Chicago, Illinois 60603  
Attention: Stephen Sparks

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

And to: Cicero & George Limited Partnership  
c/o Cicero and George Elderly Corporation  
325 N. Wells, Suite 800  
Chicago, Illinois 60654  
Attention: President

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, this Subordination Agreement has been signed as of the date first written above.

**Bank of America, N.A.**, a national banking association

By:

Its: \_\_\_\_\_

**CITY OF CHICAGO**

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

Its: Commissioner,  
Department of Planning and  
Development

ACKNOWLEDGED AND AGREED TO THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2014

Cicero & George Limited Partnership, an Illinois limited partnership

By: Cicero and George Elderly Corporation, an Illinois corporation, its general partner

By: \_\_\_\_\_  
Hipolito Roldan, President

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for the County and State aforesaid, DO  
HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the  
Commissioner of the Department of Planning and Development of the City of Chicago, Illinois  
(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 as such  
Commissioner, he signed and delivered the said instrument pursuant to authority given to him,  
as his free and voluntary act, and as the free and voluntary act and deed of said City, for the  
uses and purposes therein set forth.

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

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

(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 \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of [Lender], a \_\_\_\_\_, 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 Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

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

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

My Commission Expires

(SEAL)

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

The undersigned, a notary public in and for County in the State aforesaid, does hereby certify that Hipolito Roldan, the President of Cicero and George Elderly Corporation, an Illinois corporation and the general partner ("General Partner") of Cicero & George Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the General Partner of behalf of the Partnership, all for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires

(SEAL)

**EXHIBIT L**

Opinion of Developer's Counsel

(Attach at Closing)

## EXHIBIT M

Form of Payment Bond for Work in the Public Way  
(Attach at Closing, if Applicable)



Developer hereby certifies (a) the Partnership has the necessary Lender Financing and Equity in an amount sufficient to pay for the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer, as necessary and whenever applicable, shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.05 hereof.

**3.04    [[INTENTIONALLY OMITTED]]**

**3.05    Change Orders.** 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 DPD for DPD's prior written approval; which shall not be unreasonably withheld or delayed. 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 DPD's written approval. 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.

**3.06    DPD Approval.** Any approval granted by DPD 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 DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

**3.07    Other Approvals.** Any DPD, City Department of Transportation, City Department of Buildings, or other City departmental approval under the 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 DPD's approval of the Plans and Specifications) and, to the extent required, proof of the General Contractor's and each subcontractor's bonding.

**3.08    Progress Reports and Survey Updates.** After commencement of construction, the Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including the amount of TIF-Funded Improvements incurred and revised completion dates if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.05). **[[The Developer may satisfy this reporting requirement through submission of the monthly construction draw, so long as any additional information DPD requests regarding status of the Project and the amount of TIF-Funded Improvements shall be provided upon request by DPD.]]** The Developer shall provide three (3) copies of an updated Survey to DPD if the same is required by any lender providing Lender Financing, reflecting improvements made to the Property.

**3.09    Inspecting Agent or Architect.** An independent agent or architect approved by DPD 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 DPD, prior to requests for disbursement for

hereof; provided however, that the covenants shall be released upon the expiration of the Term of the Agreement or as otherwise provided in Section (c)(ii) above. The Developer agrees that any sale (including, without limitation, any sale and leaseback), lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof, including the transfer of title from HHDC to the Partnership, shall be made explicitly subject to such covenants and restrictions.

Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer or its successors and assigns, may waive and terminate the Developer's covenants set forth in this Section 8.19(c).

**8.20 Affordable Housing Covenant.** In connection with the Affordable Housing Loan, a certain Regulatory Agreement between the City and the Developer, dated as of the date hereof, shall be recorded against the Property, which shall impose certain affordability restrictions on the Project as set forth therein.

~~Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Regulatory Agreement as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:~~

~~(a) The Facility shall be operated and maintained solely as residential rental housing for senior citizens ages 55 and older;~~

~~(b) Sixty-nine units in the Facility shall be available for occupancy to and be occupied solely by one or more senior citizens qualifying as Low Income Families (as defined below) upon initial occupancy; and~~

~~(c) Sixty-one units in the Facility have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.~~

~~(d) As used in this Section 8.20, the following terms have the following meanings:~~

~~(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and~~

~~(ii) "Low Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.~~

~~(e) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee.~~

~~(f) The City and Developer may enter into a separate agreement to implement the provisions of this Section 8.20.~~

**8.21 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.

**8.22 Annual Compliance Report.** Beginning with the calendar year in which the Certificate is issued and continuing throughout the Term of the Agreement, the Developer shall submit to DPD the Annual Compliance Report by February 1<sup>st</sup> of the year following the end of the calendar year to which the Annual Compliance Report relates. For example, if the Certificate is issued in 2014, then the first Annual Compliance Report will be due no later than February 1, 2015.

**8.23 Inspector General.** It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's member (for the LLC), officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

#### **8.24 FOIA and Local Records Act Compliance**

(a) **FOIA.** Each of the Partnership and the LLC acknowledge that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then such Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request will be a breach of the Agreement.

(b) **Exempt Information.** Documents that the Developer submits to the City under Section 8.22 (Annual Compliance Report) or otherwise during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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:

Cicero & George Limited Partnership

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_

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: 325 N. Wells, 8th Floor

Chicago, IL 60654

C. Telephone: (312)602-6500 Fax: (312)602-6530 Email: mkruse@hhdevcorp.com

D. Name of contact person: Mark Kruse

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

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

Financing for 4800 W. George

G. Which City agency or department is requesting this EDS? Planning and Development

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

NA

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

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
Cicero and George Elderly Corporation	General Partner
Hispanic Housing Cicero and George LLC	sole shareholder of the GP
Hispanic Housing Development Corporation	sole member of the LLC

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
Cicero and George Elderly Corporation	325 N. Wells, 8th Fl. Chicago, IL 60654	Disclosing Party .01%
Hispanic Housing Development Corporation	325 N. Wells, 8th Floor Chicago, IL 60654	99.99%*

### 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.

\* It is anticipated that Bank of America, N. A., or its affiliate, with a business address of 100 N. Tryon Street, Charlotte, N. C. 28255, will acquire 99.99% interest in the Disclosing Party upon the closing of the matter.

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 attached list

(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 arrears 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.

Name (indicated whether Retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, etc.)	Fees
Applegate & Thorne-Thomsen Retained	626 W. Jackson, #400 Chicago, IL	tax attorney	\$120,000 est.
Chico & Nunes Retained	333 W. Wacker, #1800 Chicago, IL	zoning attorney	\$25,000 est.
Weese Langley Weese Retained	9 W. Hubbard Chicago, IL	Architect	\$575,000 est.
GSG Consultants, Inc. Retained	855 W. Adams Chicago, IL	Environmental Engineer	\$55,000 est.
National Survey Service, Inc. Retained	30 S. Michigan, #200 Chicago, IL	Surveyor	\$15,000 est.
Tropic Construction Retained	325 N. Wells, 8 <sup>th</sup> Floor Chicago, IL	General Contractor	\$14,500,000 est.

The first two contracts will be assigned to the partnership prior to closing; the remaining four contracts are currently with Hispanic Housing Development Corporation and will be assigned to the Hispanic Housing Cicero and George LLC and to the Cicero & George Limited Partnership prior to closing.



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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

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

NA

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is

☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

The disclosing party does not have any employees and therefore has not created  
or implemented a policy. If the disclosing party hires any employees, it will

create and implement a policy to the extent required by law.

## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

#### CERTIFICATION

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

Cicero & George Limited Partnership

(Print or type name of Disclosing Party)

By: Hipolito Roldan

(Sign here)

Hipolito Roldan

(Print or type name of person signing)

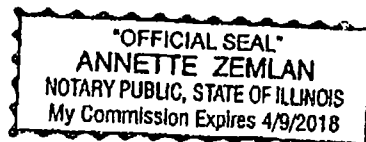
By: Cicero and George Elderly Corporation, its: General Partner  
Hipolito Roldan, President

(Print or type title of person signing)

Signed and sworn to before me on (date) 7-24-2014  
at COOK County, ILLINOIS (state).

Annette Zemlan Notary Public.

Commission expires: 4/9/2018





CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A

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

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

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

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

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

☒ Yes

☐ No

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

1. Hipolito Roldan, President

2. Hispanic Housing Development Corporation

3. Proco Joe Moreno, Alderman

4. Father-in-law, Son-in-law

CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT

**SECTION I - GENERAL INFORMATION**

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

Cicero and George Elderly Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this BDS 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: Cicero & George Limited Partnership

OR

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

B. Business address of the Disclosing Party: 325 N. Wells, 8th Floor

Chicago, IL 60654

C. Telephone: (312) 602-6500 Fax: (312) 602-6530 Email: mark@georgeandcicero.com

D. Name of contact person: Mark Kruse

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

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

Financing for 4800 W. George

G. Which City agency or department is requesting this EDS? Planning and Development

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

NA

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☒ No ☐ N/A

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Hipolito Roldan	President and Director
Hispanic Housing Cicero and George LLC	sole shareholder

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
Hispanic Housing Cicero and George LLC	325 N. Wells, 8th Floor Chicago, IL 60654	sole shareholder

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

(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.

Name (indicated whether Retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, etc.)	Fees
Applegate & Thorne-Thomsen Retained	626 W. Jackson, #400 Chicago, IL	tax attorney	\$120,000 est.
Chico & Nunes Retained	333 W. Wacker, #1800 Chicago, IL	zoning attorney	\$25,000 est.
Weese Langley Weese Retained	9 W. Hubbard Chicago, IL	Architect	\$575,000 est.
GSG Consultants, Inc. Retained	855 W. Adams Chicago, IL	Environmental Engineer	\$55,000 est.
National Survey Service, Inc. Retained	30 S. Michigan, #200 Chicago, IL	Surveyor	\$15,000 est.
Tropic Construction Retained	325 N. Wells, 8 <sup>th</sup> Floor Chicago, IL	General Contractor	\$14,500,000 est.

The first two contracts will be assigned to the partnership prior to closing; the remaining four contracts are currently with Hispanic Housing Development Corporation and will be assigned to the Hispanic Housing Cicero and George LLC and to the Cicero & George Limited Partnership prior to closing.

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 E.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 5/33B-3; (2) bid-rotating in violation of 720 ILCS 5/33B-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

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

NA

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this BDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ It is

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("BPLS") 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 BDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this BDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Cicero and George Elderly Corporation

(Print or type name of Disclosing Party)

By: *Hipolito Roldan*

(Sign here)

Hipolito Roldan

(Print or type name of person signing)

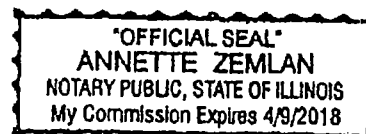
President

(Print or type title of person signing)

Signed and sworn to before me on (date) 7-24-2014  
at COOK County, ILLINOIS (state).

*Annette Zemlan* Notary Public.

Commission expires: 4/9/2018



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A

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

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

Under Municipal Code Section 2-154.015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

☒ Yes

☐ No

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

1. Hipolito Roldan, President

2. Hispanic Housing Development Corporation

3. Proco Joe Moreno, Alderman

4. Father-in-law, Son-in-law

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:

Hispanic Housing Cicero and George LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Cicero & George Limited Partnership

OR

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

B. Business address of the Disclosing Party:

325 N. Walter, 8th Floor

Chicago, IL 60654

C. Telephone: (312) 602-6500

Fax: (312) 602-6530

Email: mark.kruse@hhdccorp.com

D. Name of contact person: Mark Kruse

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

(HHDCC EIN, it's sole member)

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):

Financing for 4800 W. George

G. Which City agency or department is requesting this EDS? Planning and Development

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

NA

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



## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes

☐ No

☒ N/A

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
Hispanic Housing Development Corporation	sole member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Hispania Housing Development Corporation	325 N. Wells, 8th Floor Chicago, IL 60654	100%

### SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☒ Yes

☐ No

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

### SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

(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 term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrears 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.

Name (indicated whether Retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, etc.)	Fees
Applegate & Thorne-Thomsen Retained	626 W. Jackson, #400 Chicago, IL	tax attorney	\$120,000 est.
Chico & Nunes Retained	333 W. Wacker, #1800 Chicago, IL	zoning attorney	\$25,000 est.
Weese Langley Weese Retained	9 W. Hubbard Chicago, IL	Architect	\$575,000 est.
GSG Consultants, Inc. Retained	855 W. Adams Chicago, IL	Environmental Engineer	\$55,000 est.
National Survey Service, Inc. Retained	30 S. Michigan, #200 Chicago, IL	Surveyor	\$15,000 est.
Tropic Construction Retained	325 N. Wells, 8 <sup>th</sup> Floor Chicago, IL	General Contractor	\$10,500,000 est.

The first two contracts will be assigned to the partnership prior to closing; the remaining four contracts are currently with Hispanic Housing Development Corporation and will be assigned to the Hispanic Housing Cicero and George LLC and to the Cicero & George Limited Partnership prior to closing.

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 5/33B-3; (2) bid-rotating in violation of 720 ILCS 5/33B-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

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

NA

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this BDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

#### 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.

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

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

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#### **SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

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

##### **A. CERTIFICATION REGARDING LOBBYING**

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

---

## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

#### CERTIFICATION

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

Hispanic Housing Cicero and George LLC

(Print or type name of Disclosing Party)

By: Hipolito Roldan

(Sign here)

Hipolito Roldan

(Print or type name of person signing)

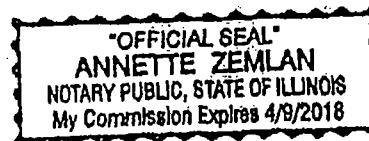
President, Hispanic Housing Development Corporation  
its sole member

(Print or type title of person signing)

Signed and sworn to before me on (date) 7-24-2014  
at COOK County, ILLINOIS (state).

Annette Zemlan Notary Public.

Commission expires: 4-9-2018



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A

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

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

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

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

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

☒ Yes

☐ No

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

1. Hipolito Roldan, President

2. Hispanic Housing Development Corporation

3. Proco Joe Moreno, Alderman

4. Father-in-law, Son-in-law

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:

Hispanic Housing Development 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: Cicero & George Limited Partnership

OR

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

B. Business address of the Disclosing Party:

325 N. Wells, 8th Floor

Chicago, IL 60654

C. Telephone: (312) 602-6500 Fax: (312) 602-6530 Email: mkruze@hhdcy.com

D. Name of contact person: Mark Kruse

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

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

Financing for 4800 W. George

G. Which City agency or department is requesting this EDS? Planning and Development

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

NA

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

#### 1. Indicate the nature of the Disclosing Party:

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

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

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 BDS on its own behalf.

Name

Title

Hipolito Roldan

President

\*Please see attached list of directors and officers

No Members

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,

# HISPANIC HOUSING DEVELOPMENT CORPORATION

## BOARD OF DIRECTORS

<u>Name</u>	<u>Elected Term Expires</u>
Paul Slade Chairman/ Director (1994-Present) Old Plank Trail Community Bank	March 31, 2015
Assis R. DaSilva Vice Chairman/ Director (1990-Present) Retired Executive – Excelon	March 31, 2015
Richard Pligueroa Director/Treasurer (2012-Present) OPUS Development Corporation	June 30, 2016
Eduardo Camacho Secretary /Director (2007-Present) Chicago Board of Education	March 31, 2015
Dr. Willfredo Cruz Director (1997-Present) Columbia College	March 31, 2015
Hank Mendoza Director (2000-Present) Rightfield Solutions, LLC / Casualty Recovery Group	September 28, 2015
Sol Flores Director (2013 to Present) La Casa Norte	September 19, 2015
Terrence Young Director (2013 to Present) Urban Partnership Bank	December 11, 2015



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 BDS is signed?

☐ Yes

☒ No

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

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

(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 arrears on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes

[ ] No

[X] 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.

Name (Indicated whether Retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, etc.)	Fees
Applegate & Thorne-Thomsen Retained	626 W. Jackson, #400 Chicago, IL	tax attorney	\$120,000 est.
Chico & Nunes Retained	333 W. Wacker, #1800 Chicago, IL	zoning attorney	\$25,000 est.
Weese Langley Weese Retained	9 W. Hubbard Chicago, IL	Architect	\$575,000 est.
GSG Consultants, Inc. Retained	855 W. Adams Chicago, IL	Environmental Engineer	\$55,000 est.
National Survey Service, Inc. Retained	30 S. Michigan, #200 Chicago, IL	Surveyor	\$15,000 est.
Tropic Construction Retained	325 N. Wells, 8 <sup>th</sup> Floor Chicago, IL	General Contractor	\$14,500,000 est.

The first two contracts will be assigned to the partnership prior to closing; the remaining four contracts are currently with Hispanic Housing Development Corporation and will be assigned to the Hispanic Housing Cicero and George LLC and to the Cicero & George Limited Partnership prior to closing.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. ~~violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).~~

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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

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

NA

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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#### **~~SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS~~**

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

##### **A. CERTIFICATION REGARDING LOBBYING**

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.2)

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

#### CERTIFICATION

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

Hispanic Housing Development Corporation  
(Print or type name of Disclosing Party)

By: [Signature]  
(Sign here)

Hipolito Roldan  
(Print or type name of person signing)

President  
(Print or type title of person signing)

Signed and sworn to before me on (date) 7-24-2014  
at COOK County, ILLINOIS (state).

[Signature] Notary Public.  
Commission expires: 4-9-2018



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A

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

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

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

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

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

☒ Yes

☐ No

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

1. Hipolito Roldan, President

2. Hispanic Housing Development Corporation

3. Proco Joe Moreno, Alderman

4. Father-in-law, Son-in-law

**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:

Bank of America, N.A.

**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: 135 S. LaSalle, IL-4-135-07-28  
Chicago, IL 60603

C. Telephone: 314/466-6769 Fax: 312/453-4344 Email: lesa.moss@bam1.com

D. Name of contact person: Lesa Moss

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

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

Participation as investor limited partner in Affordable Housing  
Development owned by Cicero and George Limited Partnership.

G. Which City agency or department is requesting this EDS? Dept. of Plan & Dev.; Law Dept.

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

National Banking Association

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>Please see attached list of executive officers and directors.</u>	
<u></u>	
<u></u>	
<u></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
Please see attached list of ownership.		

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Economic Disclosure Statements for each such owner are attached.

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### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

---

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### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Sidley Austin, LLP		Attorney	\$50,000 (est.)
One South Dearborn			
Chicago, IL 60603			
Attn: David R. Hill, Esq.			

(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      [x] 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      [x] 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.

I certify the above to be true.

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).

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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:

~~I have a disclosure to make.~~

Please see additional information.

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

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

I have a disclosure to make.

Please see additional information.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

I have a disclosure to make.

Please see additional information.

---

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☒ is                      ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

The Disclosing Party makes the above pledge.

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

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

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

I certify the above to be true.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

I can make the above verification (#1)

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

None.

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

The Disclosing Party will comply with the above.

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.

The Disclosing Party will comply with the 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".

I certify the above is true.

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.

The Disclosing Party will comply with the above.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below:

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

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.

I acknowledge and consent to the above.

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.

Bank of America, N.A.

(Print or type name of Disclosing Party)

By: Stephen Sparks

(Sign here)

Stephen Sparks

(Print or type name of person signing)

Vice President

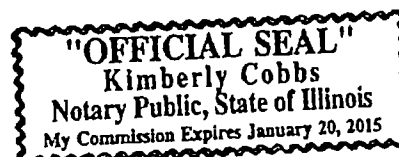
(Print or type title of person signing)

Signed and sworn to before me on (date) July 23, 2014,  
at COOK County, ILLINOIS (State).

Kimberly Cobbs

Notary Public.

Commission expires: January 20, 2015





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

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

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

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

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

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

[ ] Yes

☒ No

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

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**BANK OF AMERICA, N.A.  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF EXECUTIVE OFFICERS AND DIRECTORS  
RESPONSE TO SECTION II.B.1**

Officer/Director:	Ms. Susan S Bies
Title:	Director
Role:	Director
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Officer/Director:	Mr. Frank P Bramble
Title:	Director
Role:	Director
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Officer/Director:	Mr. Charles K Gifford
Title:	Director
Role:	Director
-----	
Officer/Director:	Mr. Charles O Holliday
Title:	Director
Role:	Director
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Officer/Director:	Ms. Monica C Lozano
Title:	Director
Role:	Director
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Officer/Director:	Mr. Thomas J May
Title:	Director
Role:	Director
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Officer/Director:	Mr. Brian T Moynihan
Title:	President, Chief Executive Officer
Role:	Both
-----	
Officer/Director:	Mr. Thomas K Montag
Title:	Co-Chief Operating Officer
Role:	Officer
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Officer/Director:	Mr. David C Darnell
Title:	Co-Chief Operating Officer
Role:	Officer
-----	
Officer/Director:	Mr. Bruce R Thompson
Title:	Chief Financial Officer
Role:	Officer
-----	

Officer/Director: Mr. Neil A Cotty  
Title: Chief Accounting Officer  
Role: Officer  
-----  
Officer/Director: Ms. Lauren Mogensen  
Title: Secretary  
Role: Officer  
-----  
Officer/Director: Mr. Terrence P. Laughlin  
Title: President, Strategic Initiatives  
Role: Officer  
-----  
Officer/Director: Mr. Gary G. Lynch  
Title: Global Chief of Legal, Compliance and  
Regulatory Relations  
Role: Officer  
-----  
Officer/Director: Ms. Nina Tai  
Title: Assistant Secretary  
Role: Officer  
-----  
Officer/Director: Sharon Allen  
Title:  
Role: Director  
-----  
Officer/Director: Linda Hudson  
Title:  
Role: Director  
-----  
Officer/Director: Jack Bovender  
Title:  
Role: Director  
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Officer/Director: David Yost  
Title:  
Role: Director  
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Officer/Director: Mr. Arnold W. Donald  
Title: Director  
Role: Director  
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Officer/Director: Mr. Lionel L. Nowell III  
Title: Director  
Role: Director  
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Officer/Director: Mr. Clayton S. Rose  
Title: Director  
Role: Director  
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Officer/Director: Mr. Ross E. Jeffries  
Title: Corporate Secretary  
Role: Officer

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Officer/Director: Mrs. Christine M. Costamagna  
Title: Assistant Secretary  
Role: Officer

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Officer/Director: Mr. Pierre de Weck  
Title: Director  
Role: Director

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Officer/Director: Mr. Geoffrey Greener  
Title: Chief Risk Officer  
Role: Officer

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~~Officer/Director:~~ ~~Ms. Allison L. Gilliam~~  
Title: Assistant Secretary  
Role: Officer

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Officer/Director: Mr. Stephen Sparks  
Title: Vice President  
Role: Officer

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**BANK OF AMERICA, N.A.  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF OWNERSHIP  
RESPONSE TO SECTION II.B.2**

Disclosing Party is 100% owned by BANA Holding Corporation; which is 100% owned by BAC North America Holding Company; which is 100% owned by NB Holdings Corporation, which is 100% owned by Bank of America Corporation. Economic Disclosure Statements for each of these entities are attached.

**Owner Details**

Name:	Address
BANA Holding Corporation	100 North Tryon Street Charlotte, NC 28255
BAC North America Holding Company	100 North Tryon Street Charlotte, NC 28255
NB Holdings Corporation	100 North Tryon Street Charlotte, NC 28255
Bank of America Corporation	100 North Tryon Street Charlotte, NC 28255

**BANK OF AMERICA, N.A.  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**ADDITIONAL INFORMATION**

**SECTION II(A) Disclosure of Ownership Interests**

The disclosing Party operates as a national bank association incorporated under the laws of the United States and subject to examination by the Office of the Comptroller of Currency.

**SECTION II(B) Ownership Information**

Bank of America Corporation owns 100% of NB Holdings Corporation, which owns 100% of FIA Card Services, National Association and 100% of BAC North America Holding Company, which owns 100% of BANA Holdings Corporation, which owns 100% of Bank of America National Association. The address of each of these entities is 100 N Tryon Street, Charlotte NC 28255, United States.

**SECTION III –Business Relationships with City Elected Officials**

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation (“BAC”). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**SECTION V. – Certifications**

**SECTION V(A) Court-Ordered Child Support Compliance**

As a public corporation, Bank of America Corporation does not have any “substantial” owners as defined by the provision. No individual or group of individuals owns 10% or more of the Corporation. In addition, the Disclosing Party complies with all child support orders it receives.

**B. Further Clarifications**

1. Bank of America Corporation is not the applicant; Bank of America N.A. is the applicant.

Neither Bank of America Corporation nor its Executive Officers and Director identified within this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

**SECTION V(B)(2) b, c and e:**

Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities

and Exchange Commission and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>. In addition, Bank of America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

#### SECTION V(B)(2)d

The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

#### SECTION V(B)(3)a, b, c and d

Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

a, b and c – Please see response to SECTION V(B)(2)b, c and e above. Additionally, b and c – Please see response to SECTION V(4) below.

SECTION V(4): Please see response to SECTION V(B)(2)b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statutes, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years, been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.



Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

#### SECTION V(B)(6)

In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of the individual signing this EDS, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

#### SECTION V(B)(7) AND (8)

Please see responses to SECTION VII(C).

#### SECTION V(B)(9)

In response to question 9, a branded hat valued at \$7.95 was given to Mayor Rahm Emanuel for Chicago Marathon October 13, 2013 on behalf of Bank of America Corp.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party verifies that a) the Disclosing party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of any slave or slaveholders.

#### SECTION VII – Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure

SECTION VII(B) and (C). Bank of America Corporation and its subsidiaries, which include Bank of America N.A., had approximately 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank-related entities in preparing the Bank's response. Additionally, the Bank is routinely involved in litigation in various state and federal courts. The Bank makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. Further, to the knowledge of the individual signing below and without independent inquiry, there are no Officers, Directors, or key employees of Bank of America, N.A. who are also employed by the City. However, employees of the

corporation and its affiliates are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with the Bank and its activities.

F.1.

Bank of America representatives and agents meet with representatives of the City on a monthly or other regular basis to identify outstanding amounts duly payable by the Bank to the City and settle them accordingly.

FAMILIAL RELATIONSHIPS WITH ELECTED OFFICIAL AND DEPARTMENT HEADS

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**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:

BANA Holding 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: Bank of America, N.A.

OR

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

B. Business address of the Disclosing Party: 100 North Tryon Street

Charlotte, NC 28255

C. Telephone: 314/466-6769 Fax: 312/453-4341 Email: lesa.moss@bam1.com

D. Name of contact person: Lesla Moss

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

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

Disclosing Party 100% is owner of Applicant, Bank of America, N.A., relating to Cicero and George Limited Partnership

G. Which City agency or department is requesting this EDS? Dept. of Plan & Dev.; Law Dept.

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes ☒ No ☐ 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

Please see attached list of executive officers and directors.

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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
BAC North America Holding Company		100% Direct Owner
100 N. Tryon Street		(EDS attached)
Charlotte, NC	58255	

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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None

(Add sheets if necessary)

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

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true.

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.  
I certify the above to be true.

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).

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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:

~~I have a disclosure to make.~~

Please see additional information.



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

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

I have a disclosure to make.

Please see additional information.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

I have a disclosure to make.

Please see additional information.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☒ is                      ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

The Disclosing Party makes the above pledge.

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

I certify the above to be true.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

I can make the above verification (#1)

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

None .

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

The Disclosing Party will comply with the above.

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.

The Disclosing Party will comply with the 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".

I certify the above is true.

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.

The Disclosing Party will comply with the above.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

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.

I acknowledge and consent to the above.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

BANA Holding Corporation

(Print or type name of Disclosing Party)

By: Phillip A. Wertz  
(Sign here)

Phillip Wertz

(Print or type name of person signing)

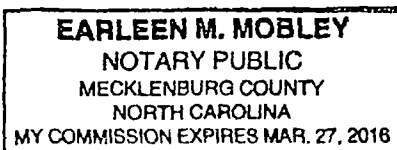
Associate General Counsel

(Print or type title of person signing)

Signed and sworn to before me on (date) July 24, 2014,  
at MECKLENBURG County, NORTH CAROLINA (State).

Earleen M. Mobley Notary Public.

Commission expires: March 27, 2016.



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

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

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

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

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

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

☐ Yes

☒ No

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

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**BANA HOLDING CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF EXECUTIVE OFFICERS AND DIRECTORS  
RESPONSE TO SECTION II.B.1**

Officer/Director: Mr. Terrence P. Laughlin  
Title: President, Strategic Initiatives  
Role: Both

-----  
Officer/Director: Mr. Bruce R. Thompson  
Title: Bd of Dir and CFO Role:  
Both

-----  
Officer/Director: Mr. Brian T. Moynihan  
Title: CEO, President and Chairman of the Bd  
Role: Both

-----  
Officer/Director: Mr. Neil A. Cotty  
Title: Chief Accounting Officer  
Role: Officer

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Officer/Director: Mr. Charles F. Bowman  
Title: Senior Vice President  
Role: Officer

-----  
Officer/Director: Mr. Geoffrey Greener  
Title: Chief Risk Officer  
Role: Officer

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Officer/Director: Ms. Paula Ann Dominick  
Title: Senior Vice President  
Role: Officer

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Officer/Director: Ms. Lauren A. Mogensen  
Title: Sr. Vice President Role:  
Officer

-----  
Officer/Director: Mr. Phillip A. Wertz  
Title: SVP, Associate General Counsel  
Role: Officer

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Officer/Director: Ms. Allison L. Gilliam  
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Title:	Assistant Secretary	Role:	Officer
Officer/Director:	Ms. Christine Costamagna		
Title:	Assistant Secretary		
Role:	Officer		
-----			
Officer/Director:	Ms. Nina Tai		
Title:	Assistant Secretary		
Role:	Officer		
-----			
Officer/Director:	Mr. Gregory R. Hackworth		
Title:	Treasurer		
Role:	Officer		
-----			
Officer/Director:	Ms. Angela C Jones		
Title:	Senior Vice President		
Role:	Officer		
-----			
Officer/Director:	Ms. Sarah McAvoy		
Title:	Senior Vice President		
Role:	Officer		
-----			
Officer/Director:	Mr. William L McNairy		
Title:	Senior Vice President-Tax		
Role:	Officer		
-----			
Officer/Director:	Mr. Mark Douglas Linsz		
Title:	Managing Director		
Role:	Officer		
-----			
Officer/Director:	Mr. Ross E. Jeffries		
Title:	Managing Director, Secretary, Deputy General Counsel		
Role:	Officer		
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Officer/Director:	Ms. Jana J. Litsey		
Title:	Deputy General Counsel		
Role:	Officer		
-----			
Officer/Director:	Ms. Pamela Sak		
Title:	SVP, Associate General Counsel		
Role:	Officer		
-----			
Officer/Director:	Mr. William W. Templeton		
Title:	SVP, Associate General Counsel		
Role:	Officer		
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Officer/Director: Mr. Radhi Thayu  
Title: SVP, Assistant General Counsel  
Role: Officer

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Officer/Director: Mr. Bradley H. Weber  
Title: Senior Vice President  
Role: Officer

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Officer/Director: Ms. Colleen O. Johnson  
Title: Assistant Secretary  
Role: Officer

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**BANA HOLDING CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**ADDITIONAL INFORMATION**

**SECTION II(A) Disclosure of Ownership Interests**

The disclosing Party operates as a national bank association incorporated under the laws of the United States and subject to examination by the Office of the Comptroller of Currency.

**SECTION II(B) Ownership Information**

Bank of America Corporation owns 100% of NB Holdings Corporation, which owns 100% of FIA Card Services, National Association and 100% of BAC North America Holding Company, which owns 100% of BANA Holdings Corporation, which owns 100% of Bank of America National Association. The address of each of these entities is 100 N Tryon Street, Charlotte NC 28255, United States.

**SECTION III --Business Relationships with City Elected Officials**

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**SECTION V. – Certifications**

**SECTION V(A) Court-Ordered Child Support Compliance**

As a public corporation, Bank of America Corporation does not have any "substantial" owners as defined by the provision. No individual or group of individuals owns 10% or more of the Corporation. In addition, the Disclosing Party complies with all child support orders it receives.

**B. Further Clarifications**

1. BANA Holding Corporation is not the applicant; Bank of America N.A. is the applicant.

Neither Bank of America Corporation nor its Executive Officers and Director identified within this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

**SECTION V(B)(2) b, c and e:**

Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>. In addition, Bank of America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

#### SECTION V(B)(2)d

The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

#### SECTION V(B)(3)a, b, c and d

Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

a, b and c – Please see response to SECTION V(B)(2)b, c and e above. Additionally, b and c – Please see response to SECTION V(4) below.

SECTION V(4): Please see response to SECTION V(B)(2)b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statutes, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing

cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years, been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that

title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

#### SECTION V(B)(6)

In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of the individual signing this EDS, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

#### SECTION V(B)(7) AND (8)

Please see responses to SECTION VII(C).

#### SECTION V(B)(9)

In response to question 9, a branded hat valued at \$7.95 was given to Mayor Rahm Emanuel for Chicago Marathon October 13, 2013 on behalf of Bank of America Corp.

#### **E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Disclosing Party verifies that a) the Disclosing party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of any slave or slaveholders.

#### **SECTION VII – Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure**

Bank of America Corporation and its subsidiaries, which include Bank of America N.A., had approximately 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank-related entities in preparing the Bank's response. Additionally, the Bank is routinely involved in litigation in various state and federal courts. The Bank makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. Further, to the knowledge of the individual signing below and without

independent inquiry, there are no Officers, Directors, or key employees of Bank of America, N.A. who are also employed by the City. However, employees of the corporation and its affiliates are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with the Bank and its activities.

F.1.

Bank of America representatives and agents meet with representatives of the City on a monthly or other regular basis to identify outstanding amounts duly payable by the Bank to the City and settle them accordingly.

FAMILIAL RELATIONSHIPS WITH ELECTED OFFICIAL AND DEPARTMENT HEADS

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

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:

BAC North America Holding Company

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: BANA Holding Corporation,  
OR indirect owner of Bank of America,  
N.A.

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

B. Business address of the Disclosing Party: 100 North Tryon Street  
Charlotte, NC 28255

C. Telephone: 314/466-6769 Fax: 312/453-4341 Email: lesa.moss@bam1.com

D. Name of contact person: Lesa Moss

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable);  
Disclosing Party is owner of BANA Holding Corporation, indirect owner  
of Bank of America, N.A., relating to Cicero and George Limited

Partnership

G. Which City agency or department is requesting this EDS? Dept. of Plan & Dev.; Law Dept.

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

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



## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes ☒ No ☐ 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

Please see attached list of executive officers and directors.

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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
NB Holdings Corporation		100% Direct Owner
<hr/>		
100 North Tryon Street		
<hr/>		
Charlotte NC 28255		
<hr/>		

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

(Add sheets if necessary)

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

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below. I certify the above to be true.

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.  
I certify the above to be true.

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).

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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:

~~I have a disclosure to make.~~

Please see additional information.

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

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

I have a disclosure to make.

Please see additional information.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

I have a disclosure to make.

Please see additional information.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☒ is                      ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

The Disclosing Party makes the above pledge.

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

I certify the above to be true.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

I can make the above verification (#1)

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

None.

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

The Disclosing Party will comply with the above.



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.

The Disclosing Party will comply with the 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".

I certify the above is true.

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.

The Disclosing Party will comply with the above.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☒ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

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.

I acknowledge and consent to the above.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

BAC North America Holding Company

(Print or type name of Disclosing Party)

By: Phillip A. Wertz

(Sign here)

Phillip Wertz

(Print or type name of person signing)

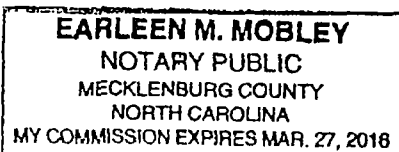
Associate General Counsel

(Print or type title of person signing)

Signed and sworn to before me on (date) July 24, 2014,  
at MECKLENBURG County, NORTH CAROLINA (state).

Earleen M. Mobley Notary Public.

Commission expires: March 27, 2016.



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

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

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

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

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

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

☐ Yes

☒ No

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

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**BAC NORTH AMERICA HOLDING COMPANY  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF EXECUTIVE OFFICERS AND DIRECTORS  
RESPONSE TO SECTION II.B.1**

Officer/Director:	Mr. Terrence P. Laughlin
Title:	Bd of Dir and President, Strategic Initiatives
Role:	Both
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Officer/Director:	Mr. Bruce R Thompson
Title:	Bd of Dir and Chief Financial Officer
Role:	Both
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Officer/Director:	Mr. Brian T. Moynihan
Title:	Chairman of the Bd, President and CEO
Role:	Both
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Officer/Director:	Mr. Neil A. Cotty
Title:	Chief Accounting Officer
Role:	Officer
-----	
Officer/Director:	Mr. Geoffrey Greener
Title:	Chief Risk Officer
Role:	Both
-----	
Officer/Director:	Mr. Charles F. Bowman
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Ms. Paula Ann Dominick
Title:	Sr. Vice President
Role:	Officer
-----	
Officer/Director:	Ms. Lauren A Mogensen
Title:	Sr. Vice President
Role:	Officer
-----	
Officer/Director:	Mr. Phillip A. Wertz
Title:	SVP, Associate General Counsel
Role:	Officer
-----	
Officer/Director:	Ms. Nina Tai
Title:	Assistant Secretary
Role:	Officer
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Officer/Director: Ms. Allison L. Gilliam  
Title: Assistant Secretary Role:  
Officer

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Officer/Director: Mr. Gregory Hackworth  
Title: Treasurer  
Role: Officer

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Officer/Director: Mr. William McNairy  
Title: Senior Vice President-Tax  
Role: Officer

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Officer/Director: Mr. Mark Douglas Linsz  
Title: Managing Director  
Role: Officer

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Officer/Director: Mr. Ross E. Jeffries  
Title: Managing Director, Secretary, Deputy  
General Counsel  
Role: Officer

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Officer/Director: Ms. Jana J. Litsey  
Title: Deputy General Counsel  
Role: Officer

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Officer/Director: Ms. Angela C. Jones  
Title: Senior Vice President  
Role: Officer

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Officer/Director: Ms. Sarah L.F. McAvoy  
Title: Senior Vice President  
Role: Officer

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Officer/Director: Ms. Pamela Sak  
Title: SVP, Associate General Counsel  
Role: Officer

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Officer/Director: Mr. William W. Templeton  
Title: SVP, Associate General Counsel  
Role: Officer

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Officer/Director: Mr. Radhi Thayu  
Title: SVP, Assistant General Counsel  
Role: Officer

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Officer/Director: Mr. Bradley H. Weber  
Title: Senior Vice President

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Role: Officer

Officer/Director: Ms. Colleen O. Johnson

Title: Assistant Secretary

Role: Officer

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**BAC NORTH AMERICA HOLDING COMPANY  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**ADDITIONAL INFORMATION**

**SECTION II(A) Disclosure of Ownership Interests**

The disclosing Party operates as a national bank association incorporated under the laws of the United States and subject to examination by the Office of the Comptroller of Currency.

**SECTION II(B) Ownership Information**

Bank of America Corporation owns 100% of NB Holdings Corporation, which owns 100% of FIA Card Services, National Association and 100% of BAC North America Holding Company, which owns 100% of BANA Holdings Corporation, which owns 100% of Bank of America National Association. The address of each of these entities is 100 N Tryon Street, Charlotte NC 28255, United States.

**SECTION III --Business Relationships with City Elected Officials**

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**SECTION V. – Certifications**

**SECTION V(A) Court-Ordered Child Support Compliance**

As a public corporation, Bank of America Corporation does not have any "substantial" owners as defined by the provision. No individual or group of individuals owns 10% or more of the Corporation. In addition, the Disclosing Party complies with all child support orders it receives.

**B. Further Clarifications**

1. Bank of America Corporation is not the applicant; Bank of America N.A. is the applicant.

Neither Bank of America Corporation nor its Executive Officers and Director identified within this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

**SECTION V(B)(2) b, c and e:**



Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>. In addition, Bank of America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

#### SECTION V(B)(2)d

The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

#### SECTION V(B)(3)a, b, c and d

Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

a, b and c – Please see response to SECTION V(B)(2)b, c and e above. Additionally, b and c – Please see response to SECTION V(4) below.

SECTION V(4): Please see response to SECTION V(B)(2)b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statutes, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing

cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years, been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that

title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

#### SECTION V(B)(6)

In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of the individual signing this EDS, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

#### SECTION V(B)(7) AND (8)

Please see responses to SECTION VII(C).

#### SECTION V(B)(9)

In response to question 9, a branded hat valued at \$7.95 was given to Mayor Rahm Emanuel for Chicago Marathon October 13, 2013 on behalf of Bank of America Corp.

### **E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Disclosing Party verifies that a) the Disclosing party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of any slave or slaveholders.

### **SECTION VII – Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure**

Bank of America Corporation and its subsidiaries, which include Bank of America N.A., had approximately 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank-related entities in preparing the Bank's response. Additionally, the Bank is routinely involved in litigation in various state and federal courts. The Bank makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. Further, to the knowledge of the individual signing below and without

independent inquiry, there are no Officers, Directors, or key employees of Bank of America, N.A. who are also employed by the City. However, employees of the corporation and its affiliates are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with the Bank and its activities.

F.1.

Bank of America representatives and agents meet with representatives of the City on a monthly or other regular basis to identify outstanding amounts duly payable by the Bank to the City and settle them accordingly.

FAMILIAL RELATIONSHIPS WITH ELECTED OFFICIAL AND DEPARTMENT HEADS

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**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:

NB Holdings 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: BAC North America Holding Company, indirect owner of Bank of America, N.A.

OR

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

B. Business address of the Disclosing Party: 100 North Tryon Street

Charlotte, NC 28255

C. Telephone: 314/466-6769 Fax: 312/453-4341 Email: lesa.moss@bam1.com

D. Name of contact person: Lesla Moss

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):  
Disclosing Party is owner of BAC North America Holding Company, indirect owner of Bank of America, N.A., relating to Cicero and George Limited Partnership

G. Which City agency or department is requesting this EDS? Dept. of Plan & Dev.; Law Dept.

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes ☒ No ☐ 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

Please see attached list of executive officers and directors.

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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
Bank of America Corporation		100% Direct Owner
100 North Tryon Street		(EDS attached)
Charlotte, NC 28255		

### 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.) <b>NOTE:</b> "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. I certify the above to be true.



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.  
I certify the above to be true.

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).

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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:

~~I have a disclosure to make.~~

Please see additional information.

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

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

I have a disclosure to make.

Please see additional information.

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

I have a disclosure to make.

Please see additional information.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☒ is                      ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

The Disclosing Party makes the above pledge.

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

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

Name	Business Address	Nature of Interest

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

I certify the above to be true.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

I can make the above verification (#1)

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

None.

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

The Disclosing Party will comply with the above.

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.

The Disclosing Party will comply with the 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".

I certify the above is true.

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.

The Disclosing Party will comply with the above.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

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.

I acknowledge and consent to the above.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

NB Holdings Corporation

(Print or type name of Disclosing Party)

By: Phillip A. Wertz

(Sign here)

Phillip Wertz

(Print or type name of person signing)

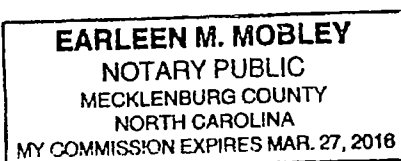
Associate General Counsel

(Print or type title of person signing)

Signed and sworn to before me on (date) July 24, 2014,  
at MECKLENBURG County, NORTH CAROLINA (State).

Earleen M. Mobley Notary Public.

Commission expires: March 27, 2014.





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

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

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

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

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

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

☐ Yes

☒ No

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

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**NB HOLDINGS CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF EXECUTIVE OFFICERS AND DIRECTORS  
RESPONSE TO SECTION II.B.1**

Officer/Director:	Mr. Bruce Thompson
Title:	Chief Financial Officer
Role:	Both
-----	
Officer/Director:	Mr. Brian T Moynihan
Title:	Chairman of the Board, President, CEO
Role:	Both
-----	
Officer/Director:	Mr. Charles Bowman
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Mr. Neil Cotty
Title:	Chief Accounting Officer
Role:	Officer
-----	
Officer/Director:	Mr. William Fox
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Ms. Lauren Mogensen
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Mr. Terrence P. Laughlin
Title:	President, Strategic Initiatives
Role:	Both
-----	
Officer/Director:	Mr. Geoffrey Greener
Title:	Chief Risk Officer
Role:	Both
-----	
Officer/Director:	Ms. Paula Ann Dominick
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Mr. Phillip A. Wertz
Title:	Associate General Counsel
Role:	Officer
-----	

Officer/Director:	Ms. Allison L. Gilliam
Title:	Assistant Secretary
Role:	Officer
-----	
Officer/Director:	Ms. Nina Tai
Title:	Assistant Secretary
Role:	Officer
-----	
Officer/Director:	Mr. William L. McNairy
Title:	Senior Vice President-Tax
Role:	Officer
-----	
Officer/Director:	Mr. Gregory R. Hackworth
Title:	Treasurer
Role:	Officer
-----	
Officer/Director:	Mark Douglas Linsz
Title:	Managing Director
Role:	Officer
-----	
Officer/Director:	Ross E. Jeffries
Title:	Managing Director, Secretary, Deputy General Counsel
Role:	Officer
-----	
Officer/Director:	Jana J Litsey
Title:	Deputy General Counsel
Role:	Officer
-----	
Officer/Director:	Eric R Billings
Title:	SVP, Assistant General Counsel
Role:	Officer
-----	
Officer/Director:	Gale K Chang
Title:	SVP, Assistant General Counsel
Role:	Officer
-----	
Officer/Director:	Richard J Hille
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Angela C Jones
Title:	Senior Vice President
Role:	Officer
-----	
Officer/Director:	Sarah McAvoy
Title:	Senior Vice President

Role: Officer  
-----  
Officer/Director: Pamela Sak  
Title: SVP, Associate General Counsel  
Role: Officer  
-----  
Officer/Director: William W. Templeton  
Title: SVP, Associate General Counsel  
Role: Officer  
-----  
Officer/Director: Radhi Thayu  
Title: SVP, Assistant General Counsel  
Role: Officer  
-----  
~~Officer/Director: Bradley H. Weber~~  
Title: Senior Vice President  
Role: Officer  
-----  
Officer/Director: Colleen O Johnson  
Title: Assistant Secretary  
Role: Officer  
-----

**NB HOLDINGS CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**ADDITIONAL INFORMATION**

**SECTION II(A) Disclosure of Ownership Interests**

The disclosing Party operates as a national bank association incorporated under the laws of the United States and subject to examination by the Office of the Comptroller of Currency.

**SECTION II(B) Ownership Information**

Bank of America Corporation owns 100% of NB Holdings Corporation, which owns 100% of FIA Card Services, National Association and 100% of BAC North America Holding Company, which owns 100% of BANA Holdings Corporation, which owns 100% of Bank of America National Association. The address of each of these entities is 100 N Tryon Street, Charlotte NC 28255, United States.

**SECTION III --Business Relationships with City Elected Officials**

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**SECTION V. – Certifications**

**SECTION V(A) Court-Ordered Child Support Compliance**

As a public corporation, Bank of America Corporation does not have any "substantial" owners as defined by the provision. No individual or group of individuals owns 10% or more of the Corporation. In addition, the Disclosing Party complies with all child support orders it receives.

**B. Further Clarifications**

1. Bank of America Corporation is not the applicant; Bank of America N.A. is the applicant.

Neither Bank of America Corporation nor its Executive Officers and Director identified

within this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

SECTION V(B)(2) b, c and e:

Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>. In addition, Bank of America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional

information is needed. SECTION V(B)(2)d

The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

SECTION V(B)(3)a, b, c and d

Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

a, b and c – Please see response to SECTION V(B)(2)b, c and e above. Additionally, b and c – Please see response to SECTION V(4) below.

SECTION V(4): Please see response to SECTION V(B)(2)b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statutes, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we

satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not “been finally adjudicated not guilty.” Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice (“DOJ”). The Bank’s self-report has enabled the various government agencies (including the numerous states’ Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank’s self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank’s continuing cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank’s self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: “no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . .”

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was “authorized, requested, commanded or performed by a director, officer or a high managerial agent.” The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means “an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity.” (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black’s Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee’s corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee’s actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank’s Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell’s supervisor was at least 5 to 6 levels below the Bank’s CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to

government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years, been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

#### SECTION V(B)(6)

In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of the individual signing this EDS, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

#### SECTION V(B)(7) AND (8)

Please see responses to SECTION VII(C).

#### SECTION V(B)(9)

In response to question 9, a branded hat valued at \$7.95 was given to Mayor Rahm Emanuel for Chicago Marathon October 13, 2013 on behalf of Bank of America Corp.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party verifies that a) the Disclosing party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the



Disclosing party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of any slave or slaveholders.

## SECTION VII – Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure

Bank of America Corporation and its subsidiaries, which include Bank of America N.A., had approximately 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank-related entities in preparing the Bank's response. Additionally, the Bank is routinely involved in litigation in various state and federal courts. The Bank makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. Further, to the knowledge of the individual signing below and without independent inquiry, there are no Officers, Directors, or key employees of Bank of America, N.A. who are also employed by the City. However, employees of the corporation and its affiliates are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with the Bank and its activities.

### F.1.

Bank of America representatives and agents meet with representatives of the City on a monthly or other regular basis to identify outstanding amounts duly payable by the Bank to the City and settle them accordingly.

## FAMILIAL RELATIONSHIPS WITH ELECTED OFFICIAL AND DEPARTMENT HEADS

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

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:

Bank of America 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: NB Holdings Corporation,  
OR indirect owner of Bank of America, N.A.

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

B. Business address of the Disclosing Party: 100 North Tryon Street  
Charlotte, NC 28255

C. Telephone: 314/466-6769 Fax: 312/453-4341 Email: lesa.moss@bam1.com

D. Name of contact person: Lesla Moss

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):  
Disclosing Party is owner of NB Holdings Corporation, indirect owner of Bank of America, N.A., relating to Cicero and George Limited Partnership

G. Which City agency or department is requesting this EDS? Dept. of Plan & Dev.; Law Dept.

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Delaware

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

☐ Yes ☒ No ☐ 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

Please see attached list of executive officers and directors.

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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
There are no owners with greater than 7.5 percent ownership in Disclosing Party		

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

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

☐ Yes                      ☒ No

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

---

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**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

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

**SECTION V -- CERTIFICATIONS**

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

Under 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. I certify the above to be true.

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.
- I certify the above to be true.

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).

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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:

~~I have a disclosure to make.~~

Please see additional information.

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

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

I have a disclosure to make.

---

Please see additional information.

---

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

---

City Recipient: Rahm Emanuel

---

Gift Description: Branded Hat

---

Value of Gift: \$7.95

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#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☒ is                      ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

The Disclosing Party makes the above pledge.

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

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

Name

Business Address

Nature of Interest

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

I certify the above to be true.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

I can make the above verification (#1)

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## SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

### A. CERTIFICATION REGARDING LOBBYING

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

None.

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

The Disclosing Party will comply with the above.

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.

The Disclosing Party will comply with the 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".

I certify the above is true.

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.

The Disclosing Party will comply with the above.

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☒ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

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.

I acknowledge and consent to the above.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

I certify the above to be true.

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.

Bank of America Corporation

(Print or type name of Disclosing Party)

By: 

(Sign here)

Phillip Wertz

(Print or type name of person signing)

Associate General Counsel

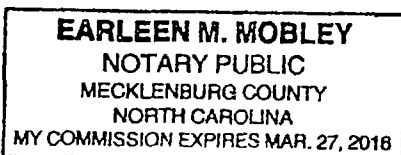
(Print or type title of person signing)

Signed and sworn to before me on (date) July 24, 2014,  
at MECKLENBURG County, NORTH CAROLINA (state).

Earleen M. Mobley

Notary Public.

Commission expires: March 27, 2018.



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

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

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

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

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

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

☐ Yes

☒ No

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

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**BANK OF AMERICA CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**LIST OF EXECUTIVE OFFICERS AND DIRECTORS  
RESPONSE TO SECTION II.B.1**

Officer/Director: Mr. Charles O Holliday Jr

Title:

Role: Director

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Officer/Director: Ms. Susan S Bies

Title:

Role: Director

-----  
Officer/Director: Mr. Frank P Bramble Sr

Title:

Role: Director

-----  
Officer/Director: Mr. Charles K Gifford

Title:

Role: Director

-----  
Officer/Director: Ms. Monica C Lozano

Title:

Role: Director

-----  
Officer/Director: Mr. Thomas J May

Title:

Role: Director

-----  
Officer/Director: Mr. Brian T Moynihan

Title: President, Chief Executive Officer

Role: Both

-----  
Officer/Director: Mr. David C. Darnell

Title: Co-Chief Operating Officer

Role: Officer

-----  
Officer/Director: Mr. Thomas K. Montag

Title: Co-Chief Operating Officer

Role: Officer

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Officer/Director: Mr. Gary G. Lynch





Title: Global General Counsel and Head of  
Compliance and Regulatory

Role: Officer

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Officer/Director: Mr. Bruce R. Thompson

Title: Chief Financial Officer

Role: Officer

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Officer/Director: Mr. Neil A. Cotty

Title: Chief Accounting Officer

Role: Officer

-----  
Officer/Director: Ms. Lauren Mogensen

Title: Global Compliance Executive

Role: Officer

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Officer/Director: Sharon L Allen

Title:

Role: Director

-----  
Officer/Director: Linda Hudson

Title:

Role: Director

-----  
Officer/Director: Jack O Bovender Jr

Title:

Role: Director

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Officer/Director: David R Yost

Title:

Role: Director

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Officer/Director: Arnold W. Donald

Title:

Role: Director

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Officer/Director: Lionel L. Nowell III

Title:

Role: Director

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Officer/Director: Mr. Pierre de Weck

Title: Director

Role: Director

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Officer/Director: Mr. Clayton Rose

Title: Director

Role: Director

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Officer/Director: Mr. Terrence P. Laughlin  
Title: President, Strategic Initiatives  
Role: Officer

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Officer/Director: Mr. Ross E. Jeffries  
Title: Deputy General Counsel, Corporate  
Secretary  
Role: Officer

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Officer/Director: Mr. Geoffrey Greener  
Title: Chief Risk Officer  
Role: Officer

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Officer/Director: Mr. Phillip A. Wertz  
Title: SVP, Associate General Counsel  
Role: Officer  
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**BANK OF AMERICA CORPORATION  
ECONOMIC DISCLOSURE STATEMENT  
CICERO AND GEORGE LIMITED PARTNERSHIP**

**ADDITIONAL INFORMATION**

**SECTION II(A) Disclosure of Ownership Interests**

The disclosing Party operates as a national bank association incorporated under the laws of the United States and subject to examination by the Office of the Comptroller of Currency.

**SECTION II(B) Ownership Information**

Bank of America Corporation owns 100% of NB Holdings Corporation, which owns 100% of FIA Card Services, National Association and 100% of BAC North America Holding Company, which owns 100% of BANA Holdings Corporation, which owns 100% of Bank of America National Association. The address of each of these entities is 100 N Tryon Street, Charlotte NC 28255, United States.

**SECTION III --Business Relationships with City Elected Officials**

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.

**SECTION V. – Certifications**

**SECTION V(A) Court-Ordered Child Support Compliance**

As a public corporation, Bank of America Corporation does not have any "substantial" owners as defined by the provision. No individual or group of individuals owns 10% or more of the Corporation. In addition, the Disclosing Party complies with all child support orders it receives.

**B. Further Clarifications**

1. Bank of America Corporation is not the applicant; Bank of America N.A. is the applicant.

Neither Bank of America Corporation nor its Executive Officers and Director identified within this EDS is subject to any order, judgment or decree by any court or government authority in which it is barred, suspended or otherwise limited from engaging in any type of business practice.

**SECTION V(B)(2) b, c and e:**

Bank of America Corporation makes all required disclosures in its Form 10-k as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at <http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>. In addition, Bank of America's Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs and filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Please let us know if any additional information is needed.

#### SECTION V(B)(2)d

The Disclosing party performed due diligence within the Public Sector Banking and Markets Group of Bank of America determine whether any Public Sector Banking and Markets Group of Bank of America employees were aware of any public finance transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

#### SECTION V(B)(3)a, b, c and d

Please note that our responses are on behalf of the Disclosing Party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

a, b and c – Please see response to SECTION V(B)(2)b, c and e above. Additionally, b and c – Please see response to SECTION V(4) below.

SECTION V(4): Please see response to SECTION V(B)(2)b, c and e above.

In addition, in 2010 Douglas Campbell, a former Bank of America, N.A. employee, pled guilty to violating, among other statutes, 15 U.S.C. 1. 15 U.S.C 1's elements are similar to 720 ILCS 5/33E-3. Although Mr. Campbell was not an employee of Bank of America at the time of his guilty pleas, some of the conduct to which he pled guilty occurred while he was employed by the Bank. Despite Mr. Campbell's conviction, Bank of America believes that it should not be barred from contracting because it satisfies the exceptions set forth in 720 ILCS 5/33E-3.

Bank of America satisfies the first requirement for the exception because Mr. Campbell is no longer employed by Bank of America. Indeed, Bank of America terminated Mr. Campbell in August 2002, so he has not been associated with Bank of America for over 10 years.

To qualify for the exception, we must also demonstrate that either the Bank has "been finally adjudicated not guilty" or that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent. We believe that we satisfy both exceptions.

First, it is important to note that the Bank has not been charged with any crime and thus has not "been finally adjudicated not guilty." Indeed Bank of America was the first and only entity to self-report evidence of the bid-rigging for which Mr. Campbell ultimately pled guilty to the United States Department of Justice ("DOJ"). The Bank's self-report has enabled the various government agencies (including the numerous states' Attorneys General) to identify and pursue industry-wide misconduct that may have affected municipalities and others on a nationwide scale, as well as pursue numerous potential violators. In January 2007, as a result of the Bank's self-reporting and cooperation, DOJ conditionally accepted the Bank to Part A of the Leniency Program – the highest level of leniency DOJ can provide. Pursuant to Part A of the Leniency Program, subject to the Bank's continuing

cooperation, DOJ will not bring any criminal antitrust prosecution against the Bank in connection with the matters that the Bank reported to DOJ.

The Bank also promptly agreed to cooperate with the Illinois Attorney General and numerous other state Attorneys General in their industry-wide investigation. Ultimately, the Bank reached a settlement agreement with them. In recognition of the Bank's self-reporting, substantial cooperation, and agreement to make restitution, the Attorneys General, including the Illinois Attorney General, added an exhibit to the settlement agreement that included the following: "no provision contained in the settlement agreement is intended to be construed as a mandate or recommendation to any independent suspension and/or debarment authority regarding a decision to disqualify, suspend or debar Bank of America ... from engaging in the provision of any financial services including, but not limited to, the marketing sale or placement of municipal bond derivatives or any other state business . . ."

Second, 720 ILCS 5/33E-3 imputes liability to a corporation if the commission of the offense was "authorized, requested, commanded or performed by a director, officer or a high managerial agent." The structure in the hierarchy of the statute demonstrates an officer, while not explicitly defined, has functional responsibilities less than that of a director, but greater than that of a high managerial agent. The definition of high managerial agent refers to 720 ILCS 5/5-4, where the term means "an officer of the corporation, or any other agent who has a position of *comparable* authority for the formulation of corporate policy or the supervision of subordinate employees in a managerial capacity." (Emphasis added.) In other words, an officer under 720 ILCS 5/33E-3 is someone who has authority to set corporate policy or supervises employees who are themselves officially responsible for managing others. Illinois case law, the applicable legislative history, and common law generally, as articulated in Black's Law Dictionary, all strongly indicate that the question as to whether one qualifies as an officer of a corporation is not determined by merely identifying the employee's corporate title, but rather requires a significantly more in-depth factual inquiry as to the employee's actual job responsibilities.

Between 1998 and 2002, Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that title.) Mr. Campbell was not a director of the Bank. Mr. Campbell was a member of a small marketing desk. Between 1998 and 2002, that marketing desk was a tiny portion of the overall Bank – the desk had no more than 11 members during that period and Mr. Campbell's supervisor was at least 5 to 6 levels below the Bank's CEO at all times. There were between approximately one to four employees on that desk who were junior to Mr. Campbell. Mr. Campbell did not, nor did he have the authority to, set corporate policy. Additionally, Mr. Campbell did not supervise anyone, let alone employees who were themselves officially responsible for managing others. Hence, Mr. Campbell is neither an officer nor a high managerial agent under 720 ILCS 5/33E-3. Finally, the fact that, as described above, the Bank self-reported the conduct for which Mr. Campbell pled guilty to government regulators demonstrates that the Bank, as an institution, did not authorize or condone the underlying conduct.

The Bank is not ineligible under Section 1-23-020 of the Municipal Code of Chicago because neither the Bank (or any controlling person of the Bank) nor any entity into which the Bank has merged has, within the past 5 years, been convicted of, admitted guilt to in any civil or criminal proceeding, or been charged with or indicted for any felony or criminal offense for conduct outlined in Section 1-23-020(a).

As a threshold matter, the information charging Mr. Campbell does not identify any specific transactions involving the City of Chicago or of any sister agency. Thus, the Bank believes the crimes to which Mr. Campbell pled guilty were not "against the City of Chicago or of any sister agency" as required by Section 1-23-020(a)(2). But even if Section 1-23-020(a)(2) applied, no "controlling person" has been convicted of an applicable crime. While Mr. Campbell held various positions and titles at Bank of America, N.A. and its associated broker dealer, including Capital Markets Sales officer, Senior Securities/Product Salesperson, and Principal, he was not an officer, manager, managing member, partner, general partner or limited partner for the purposes of defining "controlling person" under Section 1-23-020. (While Mr. Campbell pled guilty to an information that identified him as a Senior Vice President, the Bank's Human Resources records do not reflect Mr. Campbell having had that

title.) Hence, for the reasons cited above, Mr. Campbell was not an officer within the meaning of Section 1-23-020 of the Municipal Code of Chicago.

Finally, the Bank believes that under Section 2-92-320 of the Municipal Code of Chicago, the rules promulgated pursuant to that section, and the facts described above, Mr. Campbell's conduct should not be imputed to the Bank.

Please note that our responses are on behalf of the disclosing party only and not on behalf of any contractors or retained parties disclosed in SECTION IV.

#### SECTION V(B)(6)

In response to question 6, Bank of America Corporation and its affiliates maintain strict policies and procedures to ensure compliance with applicable, local, state and federal law and regulations, including Chapter 2-156 of the Municipal Code. To the best of the individual signing this EDS, Bank of America Corporation and its affiliates are currently in compliance, and has policies and procedures in place to ensure continued compliance.

#### SECTION V(B)(7) AND (8)

Please see responses to SECTION VII(C).

#### SECTION V(B)(9)

In response to question 9, a branded hat valued at \$7.95 was given to Mayor Rahm Emanuel for Chicago Marathon October 13, 2013.

#### **E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Disclosing Party verifies that a) the Disclosing party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of any slave or slaveholders.

#### **SECTION VII – Acknowledgments, Contract Incorporation, Compliance, Penalties, Disclosure**

Bank of America Corporation and its subsidiaries, which include Bank of America N.A., had approximately 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank-related entities in preparing the Bank's response. Additionally, the Bank is routinely involved in litigation in various state and federal courts. The Bank makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. Further, to the knowledge of the individual signing below and without

independent inquiry, there are no Officers, Directors, or key employees of Bank of America, N.A. who are also employed by the City. However, employees of the corporation and its affiliates are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with the Bank and its activities.

F.1.

Bank of America representatives and agents meet with representatives of the City on a monthly or other regular basis to identify outstanding amounts duly payable by the Bank to the City and settle them accordingly.

FAMILIAL RELATIONSHIPS WITH ELECTED OFFICIAL AND DEPARTMENT HEADS

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had 252,487 full-time employees as of September 30, 2013. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response regarding business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the coverage team in Public Sector Banking and Markets Group of Bank of America to determine whether any such employees were aware of business relationships between City elected officials and the Disclosing Party within the past 12 months. Additionally, employees of Bank of America Corporation and its subsidiaries, including employees who work in the City of Chicago, are subject to a written Code of Ethics (which each employee, on an annual basis, is required to read and acknowledge in writing) that requires all employees to disclose any outside activities and relationships that may pose a conflict of interest with Bank of America Corporation and its subsidiaries, and its activities.



approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

**SECTION 3.** Developer is hereby designated as the developer for the Project under Section 5/11-74.4-4 of the Act.

**SECTION 4.** The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement among the Developer, HHDC and the City in substantially the form attached hereto as Exhibit C and made a part hereof, 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 5.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Property.

**SECTION 6.** This ordinance shall be effective as of the date of its passage and approval.

APPROVED

*Richard N. Wells*

CORPORATION COUNSEL

APPROVED

*Robert Emmett*

Mayor

9/23/14